



City of Lowell
Council Meeting Agenda

Tuesday, September 12, 2023, 6:00 PM
City Hall
101 W. First Street
Lowell, North Carolina 28098

1: General

- 1A. Call To Order
- 1B. Invocation / Pledge of Allegiance
- 1C. Adoption of Agenda for this Meeting
- 1D. Public Comments

2: Approval of Minutes

- 2A. Approval of Minutes 8-15-2023

3: Special Presentation

- 3A. Proclamation 06-2023 - Patriot Day
Honoring and Remembering those who lost their lives in the September 11, 2001 terrorist attacks.
- 3B. Proclamation 07-2023 – Stormwater Awareness Week
- 3C. Introduction of New Planner and New Parks and Recreation/Events Director

4: Consent Agenda

- 4A. Planning Report
- 4B. Customer Service - Billing Report
- 4C. Stormwater Report
- 4D. Finance Report
- 4E. Public Works Report
Presented By: Thomas Shrewsbury
- 4F. Police Report
- 4G. GIS Report
- 4H. Parks and Recreation Report

5: Unfinished Business

No Items

6: New Business

- 6A. Set Public Hearing - Creation of Lowell Social District
Resolution and Consideration to Approve the City of Lowell's "Lowell Social District"
- 6B. Interdepartmental Transfers for FY 2023 Budget
- 6C. Budget Amendment #1
- 6D. Budget Amendment #2

6E. Amended Grant Project Ordinance - ARPA

6F. Budget Amendment #3

6G. Budget Amendment #4

6H. Regional Stormwater Partnership of the Carolinas Memorandum of Understanding

6I. Resolution 06-2023 to Adopt and Approve CDBG-I Compliance Plans

6J. Professional Services Amendment with WithersRavenel for the CDBG-I Grant

7: Reports / Discussions

7A. City Manager Report

7B. City Attorney Report

7C. Mayor and City Council General Discussion

8: Closed Session

No Items

9: Adjournment

9A. Meeting Adjournment

Date Posted: September 8, 2023



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Podium

Approval of Minutes 8-15-2023

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	Approval of Minutes Item: A
Reference File	Presented By

Approval of Minutes for Regular City Council Meeting held on August 15, 2023

Attachments

Regular-City-Council-Meeting-8-15-2023-minutesdraft

****The Following Document is a draft of the minutes and not the official approved minutes****

Minutes for the Regular City Council Meeting meeting

101 W. First Street, Lowell, North Carolina, 28098.

August 15, 2023, 6:00 PM - August 15, 2023, 7:20 PM

Roll Call: (The following members were in attendance)

Phil Bonham, Councilmember
Candy Funderburk, Councilmember
Thomas Gillespie, Councilmember
Sandy Railey, Mayor
Travis Smith, Mayor Pro-Tem
Podium, Support
Scott Attaway, City Manager
JoAnna Fulbright, Councilmember
John Russell, Jr, City Attorney
Cheryl Ramsey, City Clerk

1. General

1A. Call To Order - 6:00 PM

Mayor Sandy Railey called the meeting to order at 6:00pm. City staff present were City Manager Scott Attaway, City Attorney John Russell, Police Chief Carl Moore, Police Assistant Chief Jeff Harrison, GIS Analyst Todd Stroupe, Finance Director Lisa Nolen, Parks and Recreation/Communications Director Cristy Cummings, City Planner Joe Gates, and City Clerk Cheryl Ramsey. A quorum was determined at the beginning of the meeting. The meeting was teleconferenced on YouTube for the public and the agenda and meeting materials were made public on the city's website as well as in person. Members of the public were also present.

1B. Invocation / Pledge of Allegiance - 6:00 PM

Councilmember Gillespie gave the Invocation and led everyone in the Pledge of Allegiance.

1C. Adoption of Agenda for this Meeting - 6:03 PM

Mayor Railey asked for a motion to adopt this meeting. Mr. Attaway asked to add section 3A in order to introduce the Lead for NC Fellow and the new Stormwater Administrator to the City of Lowell. Councilmember Funderburk made a motion to adopt the agenda for this meeting and add 3A, seconded by Mayor Pro Temp Smith. The vote was unanimously in favor.

The item was motioned To Approve by Candy Funderburk and seconded by Travis Smith with a passing result 5 - 0

1D. Public Comments - 6:04 PM

1. Charles Crowe of 305 Groves St. Lowell spoke of the traffic and speeders going 60-70 mph daily. He said it is hard to get out in the morning and more and more traffic in the evening is causing more problems including the Sun Drop truckers. He suggested two speed bumps to be put on the road to avoid anyone, particularly at the childcare center, getting hurt. He said this is a City problem not a State problem.
2. Larry Simonds of 1603 Power Dr. Lowell stated that we need to be responsible to the people (in reference to the traffic issue Mr. Crowe spoke of). He then complained of the transfer trucks some members of council want to stop down near Kenworthy and Church. He said Kenworthy is a city street not a State road. He thinks council should be able to tell the truckers no to coming down Kenworthy. He stated there was no vote on record allowing this. He said they knew the only way out was Aberdeen. He accused the City Manager of going door to door to buy property with the people from NorthPoint to create their own street. He then complained of the city taxes, water/sewer rates, and to have a public debate among the candidates where people can ask questions.
3. Cynthia Armstrong of 831 Cobb St, Lowell complained of traffic on Cobb St. She said she understands change needs to come, including expansion, but you all are talking about trucks going onto Cobb St. coming from Kenworthy and that directly effected her. She said trucks have been going into her yard and destroying it since 2017 where she has had to go to directly to the company to fix her yard. She thanked Mr. Attaway for sending her

the plans but all these businesses coming in and buying up everything is going to get worse. She wants to know how to make sure homeowners aren't pushed out of their properties.

4. Mr. Crowe (from his seat; he did not come to podium) asked when was the last time Lowell paved streets? He believes his is the worst in Lowell and needs to be repaved. Mayor Railey asked him to contact the office tomorrow and speak with Mr. Attaway. Mr. Crowe said he's already talked to DOT and County Commissioners and was told the street belongs to Lowell. Mr. Attaway said he will have Joe Gates get his number to follow up.

5. Steve D'Avria with the Gaston Business Association (GBA) of 1024 Heatherlock Dr., Gastonia. Thanked the City of Lowell for their continued support of the GBA and for Lowell to consider, which multiple NC cities and towns are now doing, having a Social District in downtown Lowell. He mentioned the success rate of Greensboro, Kannapolis, Hickory, Newton, Gastonia, and Cramerton. He then mentioned the advantages for Lowell to participate, including bringing business into the area. Councilmember Funderburk asked what a Social District is and what it involves? He said the Social District was approved by the State of North Carolina about two years ago, ultimately allowing people to take an alcoholic beverage from a restaurant in an approved cup to another location approved by the city within an allotted walking distance from the two areas. She asked about the liability? Mr. D'Avria said the liability would be no different than any other for business centers. Currently people would have a drink in a restaurant and quickly drink their drink then cross the street to hear a band. With the Social District in play, now they can take their drink across the street with them. Councilmember Funderburk does not feel Lowell is ready for that right now.

2. Approval of Minutes

The item was motioned To Approve by JoAnna Fulbright and seconded by Thomas Gillespie with a passing result 5 - 0

2A. Approval of Minutes 7-11-2023 - 6:19 PM

Councilmember Fulbright added that on page nine, the name of the Councilmember who made a motion is not listed. Mr. Crowe (from public comments earlier and from his seat) interrupted and asked Mayor Railey about Duke Power correcting lines and a transformer going off on his property. Mayor Railey apologized. Mr. Crowe then asked why no police came when he and his wife called. Asst. Chief Harrison said they wouldn't have ignored a call in to the police and would have checked on whatever call is dispatched to them. Councilmember Fulbright then made a motion to approve the minutes with the correction in section 8a, seconded by Councilmember Gillespie. The vote was unanimously in favor.

3. Special Presentation

3A. Introduce the Lead for NC Fellow and the new Stormwater Administrator to the City of Lowell - 6:22 PM

Scott Attaway recognized our new fellow and new employee. Emiyah Watkins is our Lead for NC Fellow sponsored by the UNC Government program and AmeriCorp. She will be with us for 11 months to help in all departments. Ms. Watkins went to the podium to formerly introduce herself. Mr. Attaway then introduced, Jamie Watkins (no relation to Emiyah), our new Stormwater Administrator. Mrs. Watkins also went to the podium to formerly introduce herself.

4. Consent Agenda

The item was motioned To Approve by Travis Smith and seconded by Phil Bonham with a passing result 5 - 0

4A. Parks and Recreation Report - 6:27 PM

4B. Police Report - 6:27 PM

4C. Public Works Report - 6:27 PM

4D. Utility Customer Service-Billing Report - 6:27 PM

4E. GIS Report - 6:27 PM

4F. Planning Report - 6:27 PM

4G. Finance Report - 6:27 PM

5. Unfinished Business

6. New Business

6A. Proposed amendment to Policy for Managing Utility Allocation and Extensions - 6:35 PM

Text amendment to more clearly define the fees that are due once a Full Capacity Assurance Review (FCAR) has been granted by City Council.

Presented by Joe Gates. Planning staff is proposing an amendment to the Policy for Managing Utility Allocation and Extensions Text Amendment. Currently the policy states that the tap fees are due after the final Full Capacity Assurance Review (FCAR) has been reviewed and granted by City Council. In practice we have always charged applicable tap fees but in reviewing the policy, staff thought it would be best to list out all the possible fees that are required at the time of allocation, for clarity. In addition to tap fees, the city will add that the developer would pay 'system develop fees, meter set fees, and any other fees deemed applicable by the Public Works Director within 45 days'.

Councilmember Funderburk asked if this is mainly for development. Mr. Gates said yes, the idea is that any development requiring more than 5,000 gallons of water a day has to go through the preliminary capacity assurance then there is another fee to financially tie that developer to the allocation they have requested and staff has reviewed. This amendment is listing out every fee they will potentially be charged.

Mr. Attaway stated that these are not new fees and are part of the current fee schedule. This amendment is just clearly showing how they are due. That's how it had been handled in the past but it only said tap fees before and was not specifically spelled out as it is now. Mr. Gates also made changes throughout the document where anytime it said 'tap fees', it would be changed to 'applicable fees'. Councilmember Bonham made a motion to approve the amendment to the reservation process for the City of Lowell Policy for Managing Utility Allocations & Extensions, Subsection II. E and F, seconded by Councilmember Fulbright. The vote was unanimously in favor.

The item was motioned To Approve by Phil Bonham and seconded by JoAnna Fulbright with a passing result 5 - 0

6B. Amendment to FY2023-2024 Adopted Rates, Fees, and Charges - 6:35 PM

Staff clarification edit to the Construction Administration & Inspection section of the FY 2023-2023 Adopted Rates, Fees, and Charges and to the Final Plat Review section.

Presented by Scott Attaway. He stated, with the new fee schedule, there are some subdivisions being inspected and reviewed by the old fee schedule and we are adding language back in to allow developments already in the inspection phase to remain under that billing process for the remaining time of the project. Initially our city engineer would handle all the inspections for all grounds, water and sewer and stormwater lines, and general construction of new subdivisions. The new fee schedule is different, where the developer would pay all fees upfront for a new development and then we pay our engineers out of those fees. Because we have River Heights currently being built, we need to have this clause in place continuing with the ongoing subdivisions to finish correctly. With no questions, Councilmember Fulbright made a motion to approve, seconded by Councilmember Bonham. The vote was unanimously in favor.

6C. Consideration of Finance Proposals for FY 2024 Capital Expenditures - 6:38 PM

Presented by Scott Attaway. He stated the City of Lowell received two financial proposals from United Financial and First Horizon for capital expenditures which was listed in the approved budget. United Financial had a lower annual percentage rate, so staff is recommending moving forward with them. Councilmember Funderburk asked Mr. Attaway to clarify if there was a difference in the budget. Mr. Attaway said no, it was a difference in the bid amount. With no further questions, Councilmember Mayor Pro Temp made a motion to go with United Financial, seconded by Councilmember Bonham. The vote was unanimously in favor.

The item was motioned To Approve by Travis Smith and seconded by Phil Bonham with a passing result 5 - 0

6D. Discussion of Room Occupancy and Tourism Development Tax and Establishing The Lowell Tourism Development Authority - 6:41 PM

Presented by Scott Attaway. He stated in 2009, Session Law 2009-429, Senate Bill 80 was approved granting the City of Lowell the authority to establish a Travel and Tourism Development Board in association with the occupancy tax often referred to the Hotel Occupancy Tax. The city has not established a board for travel and tourism because we have no hotel. However, we are now seeing an increase or a presence of short-term rentals. He is personally aware of two locations and pulled some data on them where it looks like they are up 45% in their occupancy rate

throughout the year. The County is currently receiving some of this maximum tax or 3% and Lowell's is allowed this maximum percentage as well. It was brought to his attention about a year ago from the Travel and Tourism Department in Gaston County that we had a few short term rentals and may want to take a look at it. Included in the agenda packet is some example by-laws to adopt a membership for a board and determine how to establish the Lowell Tourism Development Authority. As the city grows and there are more amenities offered, he thinks there will be more of these short term rentals and thinks it's time for council to consider developing this board. Councilmember Funderburk asked if this an Airbnb? Mr. Attaway says yes as well as Vrbo but the locations he was looking at are primarily Airbnb. She then asked if they will be paying us the 3% tax plus the property taxes. Mr. Attaway said property taxes are already included in a separate line item. This (the 3% occupancy tax) is every time their is a rental. Councilmember Fulbright said just to be clear, they are already paying property tax to the county, so this is just going to switch hands to Lowell. Mr. Attaway said no, Gaston County will still receive their percentage because they already have their own authority. Lowell would get 3% and Gaston County would get 3%, totaling 6%. Councilmember Gillespie said we can't get the 3% without the board in place correct? Mr. Attaway said correct, similar to if we were to get a hotel here, if we do not form a board, we could potentially lose a lot of revenue due to the occupancy tax not being collected because we didn't have a board. Councilmember Fulbright asked if there is any way to differentiate people who are running an Airbnb versus the hotel. Mr. Attaway said he is not aware but he'll check into that. Councilmember Bonham stated this is more of a tax for the renter, not the rentee. Mr. Attaway said correct, the traveler pays the tax. It is not for renting a house for a year long lease but just like a hotel occupancy when one is traveling. Councilmember Bonham said he would consider pursuing this if all agreed. All agreed for Mr. Attaway to look further into this topic.

6E. Selection of Environmental Consultant(s) for City of Lowell Brownfield Project - 6:51 PM

Presented by Scott Attaway. He provided council with a scoring matrix (see attached). Staff advertised an RFQ to clean up and procure environmental consultants for the City's Brownfield Project (1602 N. Main St). The city had four submissions: LaBella, Mid-Atlantic, GEI Consultants, and SSC. Staff performed a scoring matrix and determined LaBella and Mid-Atlantic scored slightly higher. He stated the brackets of scoring were advertised in the RFQ related to: project experience, project staff experience, demonstrated brownfield experience, grant writing and administration, understanding of the work, quality performance on similar projects, and participation of small, minority, women and veteran owned employees. We have used Mid-Atlantic on this project before as they have the specific experience necessary from those categories; therefore staff is recommending LaBella and Mid-Atlantic. They would be used for different components of the project. For example, Mid-Atlantic may be more into supervising the demolition contractor for environmental abatement to make sure State and Federal laws are being followed. Whereas, LaBella, would be more on the ground inspecting the trucks hauling off material, and general demolition activities.

Councilmember Gillespie said the difference between LaBella and Mid-Atlantic was 4 and 5 [see attached] correct, and with the participation of small, minority, women, and veteran owned businesses, can you explain the one point difference? Mr. Attaway said Mid-Atlantic is the only one of the four that is considered a small business or 500 employees and below. The others were mid-sized or large companies but they may have used minority, women, or veteran owned subcontractors and this was also included in their packets. Councilmember Funderburk said we should be using them pretty soon correct? Mr. Attaway said he will explain this further in his City Manager remarks. With no other questions, Councilmember Funderburk made a motion to approve LaBella and Mid-Atlantic to be Environmental Consultants for the City of Lowell Brownfield Project, seconded by Councilmember Gillespie. The vote was unanimously in favor.

The item was motioned To Approve by Candy Funderburk and seconded by Thomas Gillespie with a passing result 5 - 0

7. Reports / Discussions

7A. City Attorney Report - 6:56 PM

No report.

7B. City Manager Report - 7:00 PM

1. Demolition and the erosion control contracts have been signed [for the old chemical plant at 1602 N. Main St.]. The demolition company received a start work order and are on the property now removing items from the

buildings and clean the buildings so they can begin asbestos and lead abatement. The new consultants will be begin administering these environmental tests to decipher how the demolition contractor can dispose of some of these materials. He said this is a great thing and current and past councils have been working on this at least since 2019 and these things take a while. He is very proud to say things are finally moving with the groundbreaking event on Tuesday, August 29, 2023 at 10am. He sent out invitations, posted on the bulletin board and will advertise on social media. He has been in talks with some of the people who worked at the plant over the years to get some interesting stories to share. There will be graphics of the future plans for visitors to view as well.

2. Carolina Thread Trail grant received in the amount of \$130,000 to construct the first 50% of Lowell's portion along the South Fork River. Gaston County also received a grant because they are picking up at the chemical plant and Poston Park, going up towards Spencer Mountain and Lowell is going the other way. We think it is valuable to join those funds in order to do an RFP for the same contractors to build the trail. This allows for uniformity and mobilization. Both ours and the county's legal department have been consulted and we have been given the go ahead to draft an Interlocal Agreement for council to review and possibly a Memo of Understanding (MOU) for the September or October council meeting.

3. Community Center kitchen is almost complete. The plumber has to do some final installation of faucets and hooking up sewer and water for the new appliances. Countertops, cabinets, new floor are done and we are trying to hustle to get it open for the public by mid-September. He reminded council that next year is the 100 year Anniversary of the Community Center and it would be good to have it open.

4. There have been inquiries about S. Church St. and our ability to assign no trucks or heavy traffic on it. He did some digging through our Code of Ordinances and couldn't find anything in it or the minutes in 1983 where it was said that we outlawed trucks on S. Church. This is a DOT road, which means we can't regulate anything that happens on a DOT road. We can regulate what happens on a city road but the state has control of this road. There are no county roads in Lowell. He said he also contacted the Attorney Generals Office of NC for information. It will not be upheld by NCDOT even if there is a resolution to add S. Church as a no-truck list by the City Code of Ordinances as we are never legally allowed to do that. He just wanted to clarify as there have been a couple incidents related to speeding mentioned.

5. He said Asst. Chief Harrison is on his third location of the radar detector to get data. This detector is logging the speed of every vehicle that goes by at specific times of the day. The police then pull the data sheet out and can determine peak times for those problems. The reason why we have to do that is because we do have a speed bump or traffic calming devices policy in the city and it tells us that we have to get the data first. We then follow the policy and if the speed levels exceed the allowed amount, we meet with the neighborhood around that complaint area to see what they think and want. That is all put into a report that is provided to council to say what is recommended, speed bump or not. The Chief recently met with a concerned homeowner and will be moving the radar over there next, then Groves Street is after that. He emphasized that Groves St is also a State street and we can't say what vehicles can drive on it nor can we put speed bumps on it, as that is illegal.

7C. Mayor and City Council General Discussion - 7:04 PM

1. Councilmember Gillespie appreciated his neighbor for speaking tonight about the trucks and traffic. He said a long time ago when the warehouse for NorthPoint was approved, we did not know that there would be a road coming through to Church St. He wanted people to know that they had no idea that that road would be there, it was never mentioned. They thought it would be coming off of Aberdeen, from 85 to Aberdeen or Gastonia down Aberdeen. He just wanted people to know that they had no idea that NorthPoint would buy that property, move those homes, and put a road through there.

2. Mayor Pro Temp Smith apologized for missing the last meeting. He then thanked our workers for working over 24 hours over the weekend in over 100 degree weather on a sewer break in early June. He said the new city signs look great. Lastly, he appreciates the calls and texts and prayers regarding his accident last month. He is recovering and has a few scars left but appreciates everyone who reached out.

3. Councilmember Funderburk asked Mr. Attaway if Thomas [Shrewsbury] and the electrician have looked at the Duke power poles on McAdenville. Mr. Attaway said Thomas has not received word from Duke yet but he'll follow up again. She said it would be great to do it for the Christmas holiday coming up. She then said up highway 7, the signs do look good but there is one that is a lot shorter than the rest of them and originally when they were put up,

people have said it was too short compared to the others. Mr. Attaway said they can look into it for possible replacement. Lastly, she has received a couple phone calls and Facebook messages of a rumor that a tattoo salon is coming to Lowell and thought council could discuss it. She said she talked to Joe Gates and he said that we are zoned and ordinances are properly and legally in place for that but didn't know if we would want something like that in our downtown area and the people it could attract. She was concerned about it. There is a great restaurant that will be opening next week, with its final inspection happening today. Other people are looking for a possible ice cream parlor close by. She said she was bringing it up to get peoples thoughts.

Mayor Pro Temp said he is tired of seeing empty buildings in Lowell and if it's legal and the zoning is set in place, he didn't see a problem. Councilmember Funderburk said that's true but there have been other zoning put in place before that we didn't want in our downtown area, like car lots, churches, beauty shops. We've gone back and changed all that but don't discuss it. She doesn't like the empty buildings either but wants the right thing for downtown. She didn't know what that was but just kind of concerned and when citizens reach out to her, it is her job to bring it to council to discuss.

Councilmember Fulbright said when you look at businesses that want to come to town and judge them based on the possibility of what type of clientele you may have, I think you will run into some issues. Any business can come here and all of a sudden have any type of clientele following. She thinks we have to be careful on the lines of being discriminatory. She said she has tattoos and has no problem with tattoo parlors. It's like when you see a gang of motorcycle riders going down the road and all of a sudden they are bad people when some of them are really good people that give a lot to charities and everything else. She doesn't think we should judge a business. Those guys are artists, they work hard for their money and spend a lot of time training to learn their trade. She doesn't think we should turn our nose up because we do not personally like tattoos or we are afraid of what clientele it's going to bring. Councilmember Funderburk thanked her for saying that but said when citizens contact her with their concerns, she feels she needs to bring them to council, to have an open discussion about it. She agrees we don't need to discriminate. Councilmember Fulbright said she agrees we should bring citizens concerns to the table but we have to know that this city is made up of different kinds of people and we can't cater to one group of people who say they don't like tattoos, which is fine, but we are making decisions for an entire city, not one group of people.

Councilmember Bonham said that we need to look at not being reactionary and thinks we have done a good job at that but to be proactive in zoning to make sure we are in the best position for Lowell. He thinks if you want to put your finger on what will hinder businesses to come to Lowell...if you turn on social media right now and listen to the hateful stuff about Lowell about how we can't afford this and this is terrible, etc., that will be our hindrance. A business owner looking to relocate, reading all of that will think "I can't afford anything here and I don't like this place", then they will find somewhere else to go. You can't sit here out of one side of your mouth and say "I want this type of business to come to Lowell" and then the other side of your mouth spew the venom that you are spewing. Everyone is entitled to their opinion but there is a way in which you communicate that opinion. We need to all realize that. We have a great community here and great opportunities. Growth is coming and we are doing our best to position ourselves for that growth. We are not going to always please everyone.

4. Councilmember Bonham asked about Duke Power utility line work throughout the county and if there is a timeline for the Datacom people to move their stuff off the old poles and just left there to the new poles. Mr. Attaway said he can get more information but his contact at Duke said some of the poles aren't Dukes but other company poles. One of the construction workers said they take a long time to move their assets off but he can contact them for more information. Mayor Railey said we experienced that when there was a wire, on First Street, that was there for years, trying to get it moved.

5. Mayor Railey made a comment about what was previously discussed. She said the tattoo parlor or any business at all, we need be careful that we don't alienate our city by being dictators on the businesses that come in. She said an ice cream parlor may get dissent by people with diabetes who feel that is too much temptation. She doesn't have any tattoos but that's her preference and doesn't make her any better than one with a body full of them.

6. Councilmember Fulbright gave a pat on the back to the Lowell Police Department for the tremendous job in combating crime. She said they do take calls regardless of what is said and she sees them out patrolling all the time. She thanked them for the upcoming lunch they will provide. She said sometimes they don't get the credit they deserve.

7. Councilmember Gillespie added that he wanted to thank the Mayor for taking time out to come to his mother's 93rd birthday party having come to Lowell when she was 18 years old.

8. Mayor Railey talked about the chemical plant demolition and invited everyone to come to the groundbreaking event on Tuesday, August 29, 2023. She is so thankful to this council and previous ones and Scott in helping with the process of getting that eyesore removed. She then thanked everyone for coming out this evening.

8. Closed Session

No Items

9. Adjournment

9A. Meeting Adjournment - 7:17 PM

The item was motioned To Approve by Candy Funderburk and seconded by Phil Bonham with a passing result 5 - 0



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Podium

Proclamation 06-2023 - Patriot Day

Honoring and Remembering those who lost their lives in the September 11, 2001 terrorist attacks.

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Special Presentation	Item: A
Reference File	Presented By	

Honoring and Remembering those who lost their lives in the September 11, 2001 terrorist attacks.

Attachments

Proclamation 06-2023 - Patriot Day.pdf



PROCLAMATION

Patriot Day Proclamation 06-2023

WHEREAS, the City of Lowell, NC and the citizens of our great city and state join with our fellow Americans across the nation in honoring and remembering those who lost their lives in the horrific terrorist attacks on September 11, 2001; and

WHEREAS, we continue to offer support to the families and friends who lost loved ones in the devastating events of this day, and especially our firefighters, police, and first responders who continue to step forward and serve our communities with dedication and vigilance; and

WHEREAS, we commend the firefighters, police, and first responders who courageously risked their lives to rescue those in need, as well as the ordinary citizens and volunteers who selflessly gave their lives to aid their friends and co-workers who were injured or trapped in the Twin Towers and Pentagon; and

WHEREAS, the events of September 11, 2001 tested the strength and resolve of our country, they also reminded us of the values set out by our forefathers who saw a vision for the United States that we would live and be free of tyrannical rule, and today we are even more determined than ever that we will not give in to terrorism and threats to the safety and security of the United States; and

WHEREAS, the United States is unified in our purpose to prevent further tragedies like those experienced on September 11, 2001, and it is right to honor the men and women of our Armed Forces who have fought tirelessly to keep us safe from further attacks on U.S. soil; and

WHEREAS, today we remember the lives that were lost, honor the heroic actions taken by our first responders, and thank the members of our military for their continued service and sacrifice;

NOW, THEREFORE, I, SANDY H. RAILEY, Mayor of the City of Lowell, on behalf of the City of Lowell City Council, hereby proclaim SEPTEMBER 11, 2023 as Patriot Day and call this day to the attention of all citizens.

This, the 12th day of September 2023.

Sandy Railey, Mayor

ATTEST:

Cheryl Ramsey, City Clerk



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Proclamation 07-2023 – Stormwater Awareness Week

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Special Presentation	Item: B
Reference File	Presented By	

Storm Awareness Week

Attachments

Stormwater Awareness Week Proclamation.pdf



PROCLAMATION

Stormwater Awareness Week Proclamation 07-2023

WHEREAS, the City of Lowell, NC is proud of its rich history and is committed to a sustainable future for all its citizens; and

WHEREAS, polluted stormwater runoff discharged into rivers, lakes, streams, and other waterways can result in the death of wildlife, destruction of vital ecosystems, contamination of drinking water resources, and disruption of recreational activity, threatening public health; and

WHEREAS, the Clean Water Act of 1972 prohibits the discharge of any pollutant to navigable waters of the United States, unless authorized by the Environmental Protection Agency; and

WHEREAS, increased runoff from development is the primary source of pollution in the South Fork River; and

WHEREAS, the South Fork River is an invaluable natural resource, which provides the citizens of Lowell recreational opportunities and economic growth; and

WHEREAS, the City of Lowell, NC is committed to protecting water quality, and managing growth in an environmentally conscious way;

NOW, THEREFORE, I, SANDY H. RAILEY, Mayor of the City of Lowell, on behalf of the City of Lowell City Council, hereby proclaim the week of SEPTEMBER 25-29, 2023, as Stormwater Awareness Week and call this week to the attention of all citizens.

This, the 12th day of September 2023.

Sandy Railey, Mayor

ATTEST:

Cheryl Ramsey, City Clerk



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Joe Gates

Planning Report

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda	Item: A
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Joe Gates, Planning Director
Date: Wednesday, September 6th, 2023
Re: Monthly Department Update

Code Enforcement:

Minimum Housing

- INSPECTED - 603 W First St. Complaint notice of hearing sent to owner and tenant. Spoke with the owner and property manager about the violations. Owner stated they would have the violation corrected. Re-inspection scheduled for October 3rd.
- Demolition Pending- 501 Robinson St. (Permit filed)

Enforcement Action

- 15 notice of violation letters sent out for public nuisance
- Violations consisted of high weeds and grass, obstruction of right of way, and junk\ neglect of property.
- All violations will be re-inspected the first and second week of September.

Zoning:

- Issued 12 zoning permits in August.
- 1 new site plan for re-development of an existing site & building.
- 1st round review Preliminary Plat (Spencer Ridge).
- 1st round review construction drawings (Willow Creek Meadows).

Planning:

- Hired new City Planner, Tyler Cobb
- Creation of checklists and applications (See below)
 - Sign Permit (stand alone permit)
 - Site Plan (revised application)
 - Plan Review (revised application)
 - Nuisance Letter (revised template layout)
 - Complaint Notice of Hearing (Minimum Housing, revised letter template)
- Created agenda and meeting packet for September Planning Board Meeting.
- Planning Board Meeting was held on September 5th, 2023
- Reviewed and approved bond agreement and amount for River Heights.
- Held 1st meeting for Spencer Ridge Development agreement kickoff.
- Launched Facade Grant application on website.
- Held pre-submittal site plan meeting for a potential new development on Highway 74. Located at the corner of Robinson and Wilkinson Blvd.
- Participated in Prioritization (P7.0) Highway Test Scores Follow-Up Meeting with Lowell staff, GLCMPO & NCDOT.

Other

- Attended monthly department heads meeting.
- Attended Polimorphic Monthly update meeting.
- Attended Lowell Community Committee meeting.
- Attended Lowell Planning and Zoning Board meeting.
- Attended North Carolina Association of Certified Zoning Officials annual conference.
- Attended meeting with staff and consultant for Water Modeling and FEMA BRIC application.



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Customer Service - Billing Report

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda	Item: B
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Sue Lowe, Customer Service-Billing Manager
Date: Wednesday, September 6th, 2023
Re: Monthly Department Update

Opened utility billing accounts and initiated new meter installations for new developments.

Attended groundbreaking ceremony for the Future Lowell Riverfront Park.

Attended City Council meeting.

Attended monthly staff meeting.

Participated in ongoing meetings, revisions, and implementation of Polimorphic system for UB payments, processed customer cash, check, and credit card payments, new customer applications and customer terminations, website forms, customer ACH authorizations, project management processes and payments for miscellaneous items, such as zoning permits, development fees, park and shelter rentals, etc.

Gathered information from various entities, and received quotes on new equipment, to explore transitioning to a letter size utility bill. The larger bill size will allow us to put more information out to the residents each month, and we can also include an additional letter size document in the same envelope, to announce any upcoming events.

Processed disconnection of services on Monday, August 28th, for customers with delinquent balances.

Still training, as needed, with Water Works and Mueller for conversion, on October 9th, to the updated Mueller/Sentryx Infrastructure Network System. Worked with Water Works and Southern Software to ensure billing file is compatible with Sentryx. Troubleshooting issues to improve operations in MiNet digital system and equipment in the field. Monitoring meter alerts in Minet.

Continue to train Accounting Tech in all areas of operations and billing, including all daily, weekly, and monthly responsibilities. Processed read files in Minet, reviewed files and readings, posted usage routes, processed billing reports, processed and printed final and regular bills, processed stormwater management bills, counted and mailed bills at the post office by the required mailing date. Working monthly with Planning/Zoning/Code Enforcement Director on updating addresses and ownership information for processing Stormwater Management billing each month for occupied and non-occupied properties.

Working with Planning and Zoning Director on adding new street addresses to Southern Software and MiNet system, so we can install meters at future development homes. Working with Public Works Director and Code Enforcement on billing for code enforcement invoices.

All other responsibilities include gathering readings and processing billing, posting payments, producing daily collection reports for the Finance Director, producing daily credit card reports and transfers of funds to customer accounts, processing pool fill adjustments and leak adjustments for customers as needed, posting monthly ACH payments to customer accounts and producing reports for Finance Director, answering phones, compiling NSF letters to customers for Finance Director, processing work orders for second and third roll carts requested by customers, assisting customers with their various needs, ordering office supplies for all departments including the police dept, and assisting all City depts with clerical duties as requested of me.



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Jamie Watkins

Stormwater Report

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda	Item: C
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Jamie Watkins, Stormwater Administrator
Date: September 1, 2023
Re: Monthly Department Update

- Began work on the FY 23-24, Permit Year 3 Stormwater Self-Assessment.
- Identified key existing neighborhoods to target with educational mailers.
- Identified an opportunity to shape homeowner habits by placing stormwater educational materials in “welcome” packets provided by True Homes to the incoming residents of River Heights.
- Begun development of education and outreach programming curriculum, materials, and scheduling.
- Reached out to local partners about programming opportunities in the coming weeks.
- Visited each of the privately owned and operated Stormwater Control Measures in Lowell and followed up on contacting each owner about their upcoming annual inspections.
- Investigated and closed out a stormwater complaint.
- Met with the LCC and Stormwater Commission regarding new Citizen Science Initiative.
- Signed up for several professional development workshops.
- Attended Regional Stormwater Partnership of the Carolinas (RSPC) Quarterly Meeting at the Gastonia Honey Hunters Stadium.
- Attended demolition ground breaking ceremony.
- Attended Department Head Meeting.



City of Lowell

Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Finance Report

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda Item: C
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: September 6, 2023

Re: Finance Update

Training:

- Completed Fundamental Supervisory Practices class offered by UNC School of Government. This was a two-week training course offered via Zoom for three hours each day.

Utility Billing:

- Assist Utility Billing Department with processes in Polimorphic and provide assistance when needed for staff absences.
- Assist Utility Billing Department with Remote Deposit Capture machine for depositing checks into First Horizon checking account.
- Answer the phone as needed when Utility Billing staff is not available.

Banking:

- Completed transition to First Horizon for banking needs. Working on ensuring all drafts are moved from Truist checking account to checking account at First Horizon. Switched all Visa credit cards to First Horizon and in the process of closing credit card account with Truist. Staff is using new Visa credit cards.

Finance:

- Entering cash receipts and cash disbursements in Southern Software.
- Post all payroll related draft payments and draft payment for Planning Board stipends.
- Review, advise corrections needed, and sign off on timesheets for City Clerk/HR Director.
- Process and pay bills weekly via check and online.
- Use allocation spreadsheets for corresponding bills to allocate expenses to correct expense account.
- Collect receipts from staff, break out charges to code to correct expense account, and post all Visa and Lowe's credit card charges.
- Issue purchase orders as needed for staff. Reconcile bank accounts.
- Complete other tasks as needed.

Year-End:

- Complete required tasks and send requested documentation to Butler & Stowe for audit.

Other:

- Attend monthly Department Head meeting.
- Attend August 2023 Council meeting.
- Meet with Polimorphic for training, updates, and offered suggestions to improve processes.
- Attend Ground Breaking Ceremony for future Riverfront Park and Public Works Facility.
- Attend weekly Finance update meetings with City Manager.

Attachments

07-31-2023 Dashboard.pdf

City of Lowell, North Carolina
 FY 2024 Revenue Dashboard
 7/31/2023

Type	Budget	YTD thru 7/31/2023	Budget Remaining	Percent Remaining	Percent of FY24 Remaining
Funds					
General Fund	5,000,734.18	157,090.03	4,843,644.15	97%	92%
Water/Sewer Fund	1,755,709.24	178,364.27	1,577,344.97	90%	92%
Stormwater Fund	423,774.44	33,281.10	390,493.34	92%	92%
Total	7,180,217.86	368,735.40	6,811,482.46	95%	92%

Notes:
None

City of Lowell, North Carolina
 FY 2024 Expense Dashboard
 7/31/2023

Department	Budget	YTD thru 7/31/2023	Budget Remaining	Percent Remaining	Percent of FY24 Remaining
General Fund					
Administration	2,652,310.85	63,669.89	2,588,640.96	98%	92%
Public Safety	1,327,415.47	99,793.24	1,227,622.23	92%	92%
Public Works-Streets	318,185.88	23,873.49	294,312.39	92%	92%
Sanitation	345,633.72	40,271.43	305,362.29	88%	92%
Parks & Rec	257,188.22	18,672.39	238,515.83	93%	92%
Powell Bill	100,000.04	-	100,000.04	100%	92%
Total	5,000,734.18	246,280.44	4,754,453.74	95%	92%
Water/Sewer Fund					
Water/Sewer	1,380,721.44	101,927.87	1,278,793.57	93%	92%
Wastewater Treatment	374,987.80	19,378.31	355,609.49	95%	92%
Total	1,755,709.24	121,306.18	1,634,403.06	93%	92%
Stormwater Fund					
Stormwater	423,774.44	29,924.91	393,849.53	93%	92%
Total	423,774.44	29,924.91	393,849.53	93%	92%

Notes:
None



City of Lowell

Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Public Works Report

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda Item: D
Reference File	Presented By
	Thomas Shrewsbury

To: Scott Attaway, City Manager

From: Thomas Shrewsbury, Public Works

Date: September 6, 2023

Re: August 6, 2023

- Contractors have started moving in materials to make permanent repairs to the 16inch aerial sewer line that was destroyed by a tree last month. Repairs are beginning this week and will take approximately two weeks to complete.
- Staff assisted with getting the demo started at the Chemical plant. Crews helped with bush hogging, debris removal, fence repairs and groundbreaking preparations.
- Staff attended the August Two Rivers Advisory Board Meeting Discussions included system growth and challenges being seen in Gaston County. Member discussion on projects taking place in neighboring communities and the challenges surrounding the lead water line inventory and elimination rule that we are all currently working on. We discussed rate comparisons and challenges going forward that will affect future rate structures. Two Rivers staff anticipate that regular rate increases will be required within their system going forward.
- Water Department staff repaired the following leaks:
 - Replace broken valve on Lowell Ave.
 - Repair water line break at WWTP.
 - 2-inch line on Lynn Street
 - 3/4-inch line on Avondale Rd.
 - 2-inch valve on Cobb Street.
- City crews helped to remove several fallen trees in Lowell in the first two weeks of August. The issues were largely the result of saturated ground and storms moving through in the afternoons. Lowell employed tree contractors to trim tree limbs off the Community Center that could potentially cause damage to the building and roofing system. Contractors also removed a large pine from the cemetery that had died after being struck by lightning.
- Street Department crews have been trying to catch up on mowing and bush hogging the edge of the road at unmaintained properties throughout the community. Right of Way mowing and tree trimming will be a priority throughout the rest of this year.



Police Report

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda	Item: F
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Jeff Harrison, Assistant Chief
Date: September 6th, 2023
Re: August Monthly Police Report

Officers and staff at the Lowell Police Department responded to more than 1,000 calls in August, maintaining the pace seen in recent months. Special checks, traffic stops, and assist citizen calls drive the call volume and help illustrate everyday actions taken by staff and officers. Officers conducted 112 traffic stops and issued 84 citations from those stops. Officers charged 10 felonies and 7 misdemeanors in August. Random license checks were utilized to enforce traffic laws and the checks were reported to the NC Governor’s Highway Safety Program as part of the STEP program. The points can be spent in October of each year and participating agencies will receive traffic safety and enforcement equipment free of charge.

The traffic analysis feature of our mobile speed sign was utilized in two locations in August. Each location had a 10-day analysis performed and the results were compiled and sent to city staff. Neither location showed an average speed over the posted speed limit, Power Dr. had an average below 21 mph and N. Church Street’s average was less than 14 mph. Although Power Dr analysis indicated an average speed below the posted limit, there were a few high speeds recorded. As a result, speed enforcement will be increased for the area.

Officers participated in multiple training sessions in August. Captain Hoffman attended a Homicide Crime Scene Investigations course. Officers Stamey, Lowery, and Sergeant Fulbright were added to the Gaston County Police Department FAST team and attended their first training as part of the team. The FAST team is a multi-jurisdictional team that can be called into action quickly and is used for the specific role of fugitive apprehension. These officers also participated in a warrant roundup as part of the team a few days after training. Officer Lowery attended training with the Gaston County PD negotiations team and is working to become a valuable part of the team.

The LPD hosted its annual national night out event on August 2nd. The turn out was great this year and kids enjoyed snow cones and LPD swag that was available at the event. We concluded with a kids vs officers kickball game and the kids once again won. Officer Murphy represented the Lowell Police Department at Gaston County Police Departments NNO on August 8th.

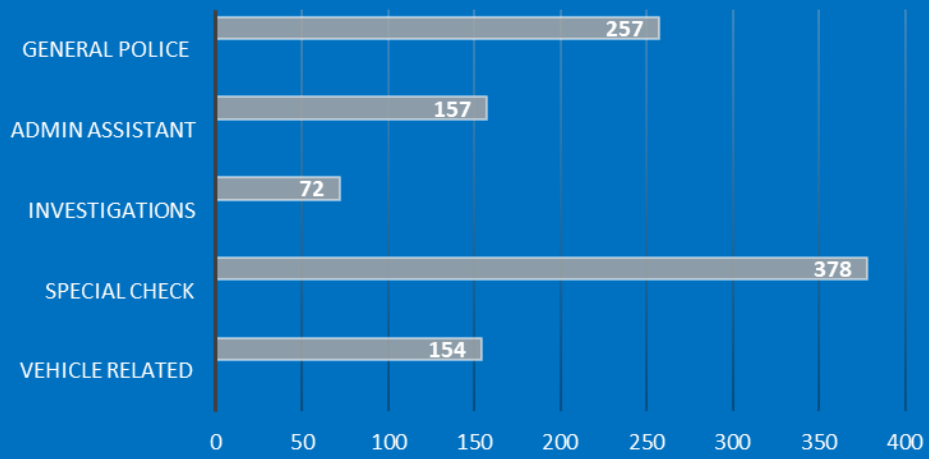
Sergeant Bowen was able to connect with some of the elderly population in Lowell on two different occasions. She spoke about safety and common scams and how to avoid them to both groups. The first was a COL sponsored event at Woodlawn Baptist Church and the other was an HOA event for the Magnolia Place community. Both events were a success, and we look forward to future opportunities to connect with the community.

The police and parks & recreation departments teamed up to host a kid’s bike rodeo at Harold Rankin Park. The event was intended to teach kids about bike safety and provide an opportunity for the city to distribute bicycle helmets that Ms. Cummings applied for and received from NCDOT. Although the event had low attendance, we were able to get good fitting helmets on about 12 kids! The kids that attended really enjoyed the event as did the LPD.

August calls by year

- 2021- 525
- 2022- 586
- 2023- 1018

AUGUST CALLS BY TYPE





City of Lowell

Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

GIS Report

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda	Item: G
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Todd Stroupe, GIS Analyst

Date: September 6, 2023

Re: City of Lowell Geographic Information System (GIS) Updates

GIS and Mapping.

- Kicked off public and commercial accessible parking inventory project
- Continue to work on Edgewood Cemetery field collection content -plan to begin cemetery mapping project in the Fall
- Created Future Riverfront Park and Public Works story map (plan to add Harold Rankin Park and Bob Bolick Master Plans Map Tours to story map)
- Continue to work on lead and copper service line inventory materials
- Generated parking map for the groundbreaking ceremony for chemical plant demolition and redevelopment event
- Generated project map for potential School of Government community revitalization project submittal
- Registered for NC ArcGIS Users Group Fall Conference
- Generated proposed City of Lowell social district map
- Performed monthly updates of GIS layers and Economic Development Overview Storymap
- Continue to work on Phase 2 of MS4/stormwater infrastructure mapping

Other Tasks and Assignments

- Set up six Chromebooks to be used during City Council meetings

Meetings and Events

- Attended August City Council Meeting
- Attended NC Department of Environmental Quality WOW Stormwater Webinar
- Attended internal stormwater projects and tasks meeting
- Attended Water Model and FEMA Building Resilient Infrastructure and Communities Application meeting
- Attended Gaston-Cleveland-Lincoln Metropolitan Planning Organization Bicycle & Pedestrian Advisory Committee Meeting
- Attended August Department Head Meeting
- Attended groundbreaking ceremony for chemical plant demolition and redevelopment
- Presented on Lowell's economic development at the Gaston Business Association Collaborate breakfast meeting
- Attended Prioritization 7.0 highway project test scores with Gaston-Cleveland-Lincoln Metropolitan Planning Organization



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Cristy Cummings

Parks and Recreation Report

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	Consent Agenda	Item: H
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Cristy Cummings, Parks and Recreation Director/Communications Director

Date: September 1, 2023

Re: August Parks and Recreation Report

Athletics:

- Communications with parents regarding soccer meet-and-greet date
- Answered questions from parents
- Processed late soccer registrations
- Processed coach background checks
- Ordered uniforms
- Communications with area Parks and Recreation Directors and coordinated team schedules

General:

- Picked up trash
- Dragged baseball fields
- Communications with McAdenville Dolphins on field rentals
- Attended Safety Committee meeting
- Attended Department Head meeting
- Attended City Council meeting
- Cleaned bathrooms
- Updated letterboard at Harold Rankin Park
- Coded invoices, updated department budget spreadsheet
- Created social media content
- Parks and Recreation Director interviews
- Attended meeting with Agenda Link for troubleshooting meeting broadcasting
- Meetings with department heads
 - Facade Grant page and form to website
 - Riversweep discussion
 - Merchandise discussion
 - LCC agenda details

Events:

- Music in the Park featuring Stateline Crossing
 - Accepted vendor registration
 - Promoted and advertised
 - Website, social media, event websites, letterboard at Harold Rankin, A-Frame signs, banner at park, City-wide phone call to 1800 residents, flyers around town, sent info to event team at Go Gaston, Parks and Rec digital newsletter
- Community Health Fair
 - Reached out to organizations to invite to Health Fair
 - Communications with event coordinators requesting vendor lists to send additional invitations

- Promoted and advertised
 - Website, social media, letterboard at Harold Rankin, City-wide phone call to 1800 contacts, flyers around town, sent info to event team at Go Gaston, Parks and Rec digital newsletter
- Day-of coordination for vendors and One Blood bus
- Senior Lunch & Learn
 - Promoted and advertised
 - Website, social media, City-wide phone call to 1800 residents, flyers around town, sent info to event team at Go Gaston, Parks and Rec digital newsletter
 - Ordered and picked up food
 - Coordinated with Lowell PD on event topic
 - Coordinated with volunteers
 - Purchased BINGO prizes
 - Day-of coordination
 - City of Lowell Groundbreaking Ceremony
 - Promoted the event
 - Press releases to the media, social media, website, emails and calendar invites to local municipalities, press, and local organizations
 - Assisted City Manager with the planning of the event
 - Assisted with day-of logistics
 - Kid's Bike Rodeo
 - Promoted and advertised
 - Website, social media, City-wide phone call to 1800 residents, flyers around town, sent info to event team at Go Gaston, Parks and Rec digital newsletter
 - Coordination with Lowell PD on event details
 - Creation of bicycle helmet request form
 - Assisted with day-of logistics
 - Planning of September and October Events
 - Emails to organizations to invite them to Trucks in the Park
 - Opened vendor registration for Fall Festival
 - Emails to vendors for Fall Festival
 - Emails to Lowell businesses on events for the rest of 2023
 - Emails to organizations for Treat Walk



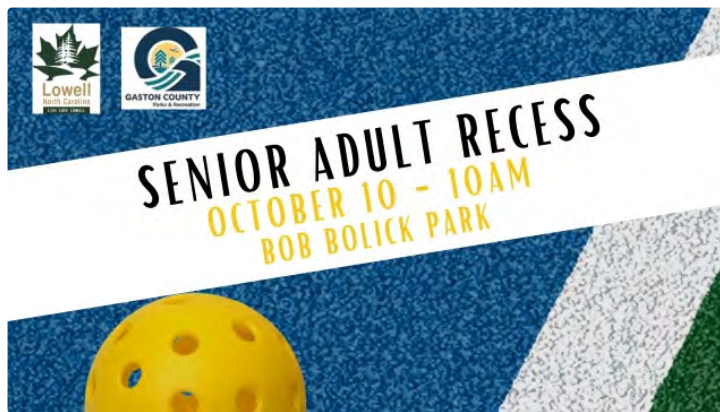
Music in the Park
 September 23 at McCord Family Park
 11am-2pm
 Shred-It Event, Live Music, Kid's Activities, Food and Drink by: Skyview 22 food truck and Catawba Riverkeeper



Riversweep
 9-12pm - Meet at Carolina Thread Trail Trailhead in Riverview Community
 Volunteers needed!
 Registration available on website
 All supplies and lunch to be provided



Fall Festival
 October 7 - 3-7pm - E. First Street
 40 Vendors
 Live Music
 Kid's Activities
 Food Trucks: One 19 N. Main and Two Chicks and a Truck



Senior Adult Recess
 October 10 - 10am
 Bob Bolick Park
 Learn to play pickleball, bocce ball, and more!



Mobile Mammography by CaroMont Health
October 19
Call City Hall to sign up, 704-824-3518



Treat Walk
October 26 - 4-5pm
Line-up at corner of Mill and E. First Street
Free event



Set Public Hearing - Creation of Lowell Social District

Resolution and Consideration to Approve the City of Lowell's "Lowell Social District"

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	New Business	Item: A
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Tori Dellinger, Parks & Recreation/Events Director

Date: 9/6/2023

Re: Set Public Hearing on October 10, 2023 for City Council Consideration to Approve the City of Lowell's "Lowell Social District"

Introduction

Amid the ratification of House Bill 211 from Session 2022-49 of the General Assembly of North Carolina, The City of Lowell is proposing to establish a social district within specified boundaries of Downtown Lowell. The district is known as the "Lowell Social District."

Program Description

The Lowell Social District will allow ABC licensed establishments (e.g., bars, breweries, restaurants) to sell alcoholic beverages in designated containers for consumption in common areas. Establishing this district will increase pedestrian traffic for local businesses and create a new sense of vibrancy within the downtown area. The Lowell Social District will operate seven (7) days a week, 10:00 AM to 11:00 PM Monday to Sunday.

Recommendation

Staff recommends setting the public hearing on October 10, 2023 for the consideration of approval of the "Lowell Social District".

Attachments

DRAFT_ ORDINANCE TO ESTABLISH THE LOWELL SOCIAL DISTRICT.pdf

RESOLUTION TO APPROVE THE ORDINANCE CREATING THE LOWELL SOCIAL DISTRICT.pdf

Proposed Social District Maintenance and Operations Plan_Lowell.pdf

DRAFT ORDINANCE 10-2023 AMENDING CH130 GENERAL OFFENSES.pdf

DRAFT

ORDINANCE NO. 9-2023

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF
LOWELL, NORTH CAROLINA, TO ESTABLISH THE LOWELL SOCIAL DISTRICT**

WHEREAS, NCGS § 160A-205.4 allows that a city may adopt an ordinance designating a social district.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Lowell:

Purpose and Intent

- (a) Pursuant to the provisions of North Carolina General Statute 160A-205.4, et seq, one or more social districts may be created within the City and the City hereby creates and designates the Lowell Social District as shown on *Exhibit A*.
- (b) Signage and/or markings shall be posted within the Lowell Social District clearly delineating the boundaries of the Lowell Social District.
- (c) The Lowell Social District shall be created, designated, and managed in accordance with the requirements contained in North Carolina General Statutes 160A-205.4 and North Carolina General Statutes Chapter 18B. The City Manager or his designee shall create and shall have authority to amend a Maintenance and Operations Plan for the Lowell Social District, which shall be posted online on the City of Lowell web site.
- (d) Any person who violates this Ordinance, and any person who aids, abets, encourages, assists in, or contributes to such violation, shall be guilty of a misdemeanor.

Definitions

- (a) “Social District” means and refers to defined indoor and outdoor areas in which a citizen may consume alcoholic beverages sold by a permittee. This term does not include the permittee's licensed premises, or an extended area allowed under North Carolina General Statute 18B-904(h).
- (b) “Permittee” means and refers to a person holding any of the following ABC permits issued by the North Carolina Alcoholic Beverage Control Commission established under North Carolina General Statute 18B-200.:
 - (1) An on-premises malt beverage permit issued pursuant to G.S. 18B- 1001(1).
 - (2) An on-premises unfortified wine permit issued pursuant to G.S. 18B- 1001(3).
 - (3) An on-premises fortified wine permit issued pursuant to G.S. 18B- 1001(5).
 - (4) A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
 - (5) A distillery permit issued pursuant to G.S. 18B-1100(5).
- (b) “Non-permittee business” means a business that is located in a social district and does not hold an ABC permit.
- (c) "Person" means and refers to an individual, firm, partnership, association, corporation,

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limited liability company, other organization or group, or other combination of individuals acting as a unit.

- (d) "Premises" means and refers to a fixed permanent establishment, including all areas inside or outside the permitted establishment, where the permittee or non-permittee has control through a lease, deed, or other legal process.

Application

- (a) The provisions and terms contained in this Ordinance shall be applicable to the Lowell Social District between the hours of 10:00 AM and 11:00 PM, Monday through Sunday.
- (b) Any alcoholic beverage purchased for consumption in the Lowell Social District shall (i) only be consumed in the Lowell Social District Monday through Sunday, between the hours of 10:00 AM and 11:00 PM; and (ii) be disposed of before the person in possession of the alcoholic beverage exits the Lowell Social District.
- (c) A violation of this Section is a Class 3 misdemeanor.

Requirements for Business Participation in a Social District

Any permittee or non-permittee business contiguous to a Social District desiring to engage as a Social District participant, must apply for and obtain a Social District Permit from the City. The establishment shall be responsible for operating its business in accordance with all City and State ordinances, laws, rules, regulations and operations plan governing Social District activities.

A permittee located in or contiguous to a Social District may sell alcoholic beverages for consumption within the Social District it is located in or contiguous to in accordance with the following requirements:

- (a) The permittee shall only sell and serve alcoholic beverages on its licensed premises.
- (b) The permittee shall only sell alcoholic beverages for consumption in the Social District in a container that meets all of the following requirements:
 - (1) The container clearly identifies the permittee from which the alcoholic beverage was purchased.
 - (2) The container clearly displays the City-approved logo or other mark that is unique to the Social District.
 - (3) The container is not comprised of glass.
 - (4) The container displays, in no less than 12-point font, the statement, "Drink Responsibly - Be 21."
 - (5) The container shall not hold more than 16 fluid ounces.
 - (6) Container must be clear and plastic.
- (c) Notwithstanding G.S. 18B-300 and G.S. 18B-301, a permittee or non-permittee business may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from a permittee in the social district.

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Non-permittee Business Located within the Social District

- (a) The City shall create and provide to participating non-permittee businesses a uniform sign that indicates the non-permittee business is participating in the Social District.
 - a. The participating non-permittee business shall display the uniform sign at all times during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign.
 - b. No non-permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises.
- (b) All non-permittee businesses that are part of a social district and that allow customers to bring alcoholic beverages onto their premises shall clearly post City-approved signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point.
- (c) During the days and hours when the social district is active, a non-permittee business that allows customers to bring alcoholic beverages onto its premises shall allow law enforcement officers access to the areas of the premises accessible by customers.

Requirements for Possession and Consumption of Alcoholic Beverages

The possession and consumption of an alcoholic beverage in a Social District is subject to all of the following requirements:

- (a) Only alcoholic beverages purchased from a permittee located in or contiguous to the Social District may be possessed and consumed.
- (b) Alcoholic beverages shall only be in containers meeting the requirements set forth above.
- (c) Alcoholic beverages may be consumed in a Social District only on days and times authorized by City Ordinance.
- (d) Nothing in this Ordinance shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in North Carolina General Statute 18B-1010.

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- (e) A person shall dispose of any alcoholic beverage in the person's possession prior to exiting the Social District unless the person is reentering the licensed premises where the alcoholic beverage was purchased or another participating business with the permission of that participating business.

City Manager Authorized

The City Manager is authorized to promulgate rules and regulations governing the Social District not inconsistent with this Ordinance or State Law.

Penalty

A violation of this Ordinance is a Class 3 misdemeanor.

Severability

If any section, phrase, sentence or portion of this ordinance is held void, invalid, unconstitutional or unenforceable for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions thereof.

That all ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Adopted the 10th day of October, 2023

Sandy Railey
Mayor

ATTEST:

Cheryl Ramsey
City Clerk

**RESOLUTION TO APPROVE THE ORDINANCE CREATING THE
LOWELL SOCIAL DISTRICT**

WHEREAS, Session Law 2022-49 for Social District Clarifications was ratified on July 1, 2022; and

WHEREAS, the law allows governing bodies of local government units to establish Social Districts and commons areas where permittees may sell alcoholic beverages in designated cups to be taken into the common area for consumption; and

WHEREAS, the Lowell Social District shall be created and managed by the City of Lowell, and

WHEREAS, the City Council of Lowell finds that the designation of Social Districts pursuant to the Act is in the best interests of the citizens and businesses of the City of Lowell; and

WHEREAS, the City Council designates the Social District shown in the Ordinance as Lowell Social District.

NOW, THEREFORE, BE IT RESOLVED, the City Council does hereby adopt and approve the Lowell Social District.

Adopted the 10th day of October, 2023

Sandy Railey
Mayor

ATTEST:

Cheryl Ramsey
City Clerk

DRAFT
Proposed Social District Maintenance and Operations Plan

Maintenance and Operations Plan

Introduction

Pursuant to NCGS §§ 160A – 205.4 local governments may establish “Social Districts” within their jurisdictions. These Social Districts allow licensed establishments within the Social District (e.g., bars, breweries, restaurants) to sell alcoholic beverages in designated containers (maximum 16 ounces) to be taken into the Social District common areas for consumption. It also allows non-permittee businesses adjacent to or within a Social District to participate in the Social District. The City of Lowell (the “City”) has established such a Social District, designated as the “Lowell Social District” (the “Social District”). (Social District Ordinance attached hereto as Exhibit A).

In the plan that follows, the management and maintenance of the Lowell Social District is outlined. The plan will be submitted to the North Carolina ABC Commission and placed on the City of Lowell website.

Management

The Social District will be managed by the City and supported by the Lowell Police Department. The City shall be responsible for creating and maintaining Social District signage.

Sanitation and Maintenance

The City will provide sanitation services within the district including trash removal and litter pick up. Trash/recycling receptacles will be located at the boundaries of the Social District to encourage patrons to properly dispose of their used cups, as well as throughout the Social District. Participating businesses shall keep their premises and the immediately contiguous public space clean and free of litter.

Operations

The Lowell Social District will operate seven (7) days week, 10:00 AM to 11:00 PM Monday to Sunday.

District Designation and Logo

The Social District will utilize a logo created by the City – (Design will be included below). Boundaries of the Lowell Social District will be clearly marked with signs affixed to entrance/exit points.

[Insert Lowell Social District Logo]

DRAFT
Proposed Social District Maintenance and Operations Plan

Permits

ABC permit holders and non-permitted businesses adjoining the Social District shall apply for a Social District Permit from the City providing, among other things, consent to abide by rules, regulations and requirements promulgated by the City, the ABC Commission and ABC statutory requirements.

Non-permittee Businesses

- (a) The Town shall create and provide to participating non-permittee businesses a uniform sign that indicates the non-permittee business is participating in the Social District.
 - a. The participating non-permittee business shall display the uniform sign at all times during the times when the social district is active and the business is open. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign.
 - b. No non-permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises.
- (b) All non-permittee businesses that are part of a social district and that allow customers to bring alcoholic beverages onto their premises shall clearly post town-approved signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point.
- (c) During the days and hours when the social district is active, a non-permittee business that allows customers to bring alcoholic beverages onto its premises shall allow law enforcement officers access to the areas of the premises accessible by customers.

Beverage Containers and Rules of Use

The following regulations apply to containers within the Social District:

- (i) The container prominently displays the social district permittee's trade name or logo and a mark that is unique to the Social District permittee under the Social District permittee's on-premises license.
- (ii) The container prominently displays a logo or some other mark that is unique to the Lowell Social District as authorized by the City.
- (iii) The container is not glass.
- (iv) The container has a liquid capacity that does not exceed 16 ounces.
- (v) Containers must be clear and plastic.
- (vi) Containers will be provided by the permittee.

DRAFT
Proposed Social District Maintenance and Operations Plan

Security and Enforcement

Law enforcement in the Social District will be provided by Lowell Police Department.

Insurance

The City of Lowell is insured for its management and operation of the Social District. In addition to the required Social District license, participating establishments must secure business liability insurance and indemnify the city, elected/appointed officials, and employees in limits and coverages determined appropriate by the management authority from time to time.

Social District Map

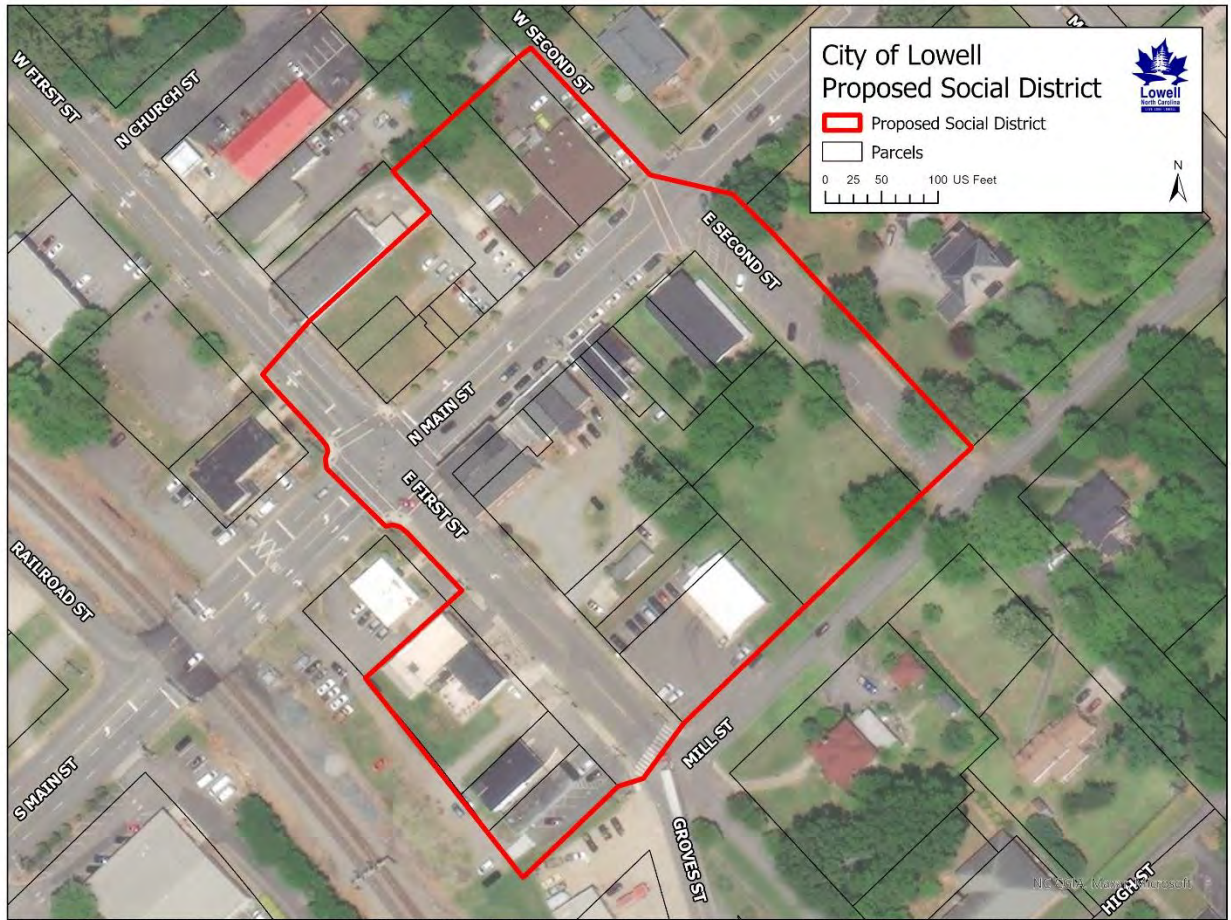
Refer to the map of the Social District boundary attached hereto as Exhibit A.

Amended from Time to Time

The City of Lowell may amend this Maintenance and Operations plan from time to time at its sole and absolute discretion.

DRAFT
Proposed Social District Maintenance and Operations Plan

Exhibit A.



This map is a graphic representation and should be used for illustrative purposes. Map created by the City of Lowell with data provided by Gaston County GIS. Path: S:\GIS_Files\Map_Files\MapRequests\2023\September\Proposed Social District Map.aprx



ORDINANCE NO. 10-2023

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF LOWELL, NORTH CAROLINA, TO PROVIDE MODIFICATION TO XIII, CHAPTER 130: GENERAL OFFENSES, PERTAINING TO THE “SOCIAL DISTRICT”.

WHEREAS, The City of Lowell Code of Ordinances has enacted regulations for prohibition of certain activities in city recreational areas, and

WHEREAS, The City Council finds there is a need for specific language to address particular circumstances pertaining to the Lowell Social District.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lowell, North Carolina that:

City of Lowell Code of Ordinances is hereby amended to add the underlined and highlighted text below as follows

§ 130.03 PROHIBITED ACTIVITIES IN CITY RECREATION AREAS.

(A) For purposes of this section, the term CITY RECREATION AREAS means and includes the city’s ball park and recreation center, the city’s Joe Hudson Neighborhood Park, and the city’s community center building (Teacherage) and park.

(B) Within or upon the premises of any city recreation areas, it shall be unlawful for any person:

(1) To have or possess any weapon, any intoxicating beverage, any contraband or any controlled substances as defined in G.S. Ch. 90, Art. 5; unless authorized under Title IX GENERAL REGULATIONS, CHAPTER 97: SOCIAL DISTRICT of the CITY OF LOWELL CODE OF ORDINANCES.

(2) To litter, discard trash, cans, bottles or other debris within said park in any area other than within a receptacle provided therefor;

(3) To deface, mar, paint or otherwise disfigure any portions of any building or land including any fixtures and equipment thereon;

(4) To have any bicycle or motor vehicles, including motorcycles, dirt bikes and mopeds, at any place other than public vehicular parking areas; or

(5) To violate G.S. § 14-132, relating to disorderly conduct in and injuries to public buildings.

(C) It shall be unlawful for any person to enter or go upon the following city recreation areas between the hours herein set forth, unless such areas are open to the public generally during such hours:



(1) Ball park and recreation center: 11:00 p.m. until 7:00 a.m.; 6:00 p.m. until 11:00 p.m. on Wednesday; 7:00 a.m. until 1:00 p.m. and 5:00 p.m. until 11:00 p.m. on Sunday;

(2) Joe Hudson Neighborhood Park: 10:00 p.m. until 7:00 a.m.; and

(3) Community center building (Teacherage) and park: 10:00 p.m. until 7:00 a.m.

(D) Signs shall be prominently located within each city recreation area setting the words “No Trespassing” and the hours set forth in division (C) above.

(E) In addition to the above prohibited activities, it shall be unlawful for any person to have or possess within the boundaries of the city’s ball park and recreation center any glass container unless that person is one of the authorized personnel providing concessions for any and all activities within said park and recreation center.

(1995 Code, § 8-40) (Ord. passed 5-19-1980; Ord. passed 8-18-1980; Ord. passed 10-20-1980; Ord. passed 3-21-1983; Ord. passed 5-16-1983) Penalty, see § 10.99

§ 130.24 ALCOHOLIC BEVERAGE USE AND POSSESSION.

It shall be unlawful:

(A) For any person to drink, possess or make any public display of any beer, wine, liquor or any other type of alcoholic beverage at any athletic contest in the city, **unless authorized under Title IX GENERAL REGULATIONS, CHAPTER 97: SOCIAL DISTRICT of the CITY OF LOWELL CODE OF ORDINANCES.**

(B) For any person to drink beer, wine, liquor or any other type of alcoholic beverage or to make any display thereof if the cap or seal on the container for the same has been or is open or broken on any public road, highway, street or parking area in the city;

(C) For any person to transport or possess in the passenger area of any motor vehicle within the city any beer, wine, liquor or any other type of alcoholic beverage if the cap or seal on the container for the same has been or is open or broken; or

(D) For any person to possess or consume any beer, wine, liquor or any other type of alcoholic beverage in the city where the consumption of alcoholic beverages is not authorized by law, or where said person or any member of the general public has been forbidden to possess or consume beer, wine, liquor or any other type of alcoholic beverage by the owner, operator or person in charge of said premises.

(1995 Code, § 8-5) (Ord. passed 2-3-1969) Penalty, see § 10.99



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Interdepartmental Transfers for FY 2023 Budget

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	New Business Item: B
Reference File	Presented By

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: September 5, 2023
Re: Budget Transfers

Finance has made departmental budget transfers within the General Fund, Water/Sewer Fund, and the Stormwater Fund. Some expense accounts went over budget but no department went over budget for Fiscal Year Ending June 30, 2023. See the attached Fiscal Year End Dashboard for FY 2022-2023 and the attached expense line-item transfers.

Attachments

- 06-30-2023 Fiscal Year End Dashboard.pdf
- June 30, 2023 Manager Budget Summary.pdf

City of Lowell, North Carolina
 FY 2023 Expense Dashboard
 6/30/2023

Department	Budget	YTD thru 6/30/2023	Budget Remaining	Percent Remaining	Percent of FY23 Remaining
General Fund					
Administration	996,649.00	813,990.96	182,658.04	18%	0%
Public Safety	1,165,063.00	1,043,270.32	121,792.68	10%	0%
Public Works-Streets	381,147.65	223,957.71	157,189.94	41%	0%
Sanitation	334,202.00	327,412.99	6,789.01	2%	0%
Parks & Rec	315,260.00	259,965.81	55,294.19	18%	0%
Powell Bill	88,000.00	36,002.39	51,997.61	59%	0%
Total	3,280,321.65	2,704,600.18	575,721.47	18%	0%
Water/Sewer Fund					
Water/Sewer	1,313,222.00	1,266,127.94	47,094.06	4%	0%
Wastewater Treatment	382,860.00	272,563.02	110,296.98	29%	0%
Total	1,696,082.00	1,538,690.96	157,391.04	9%	0%
Stormwater Fund					
Stormwater	392,919.00	260,346.49	132,572.51	34%	0%
Total	392,919.00	260,346.49	132,572.51	34%	0%

Notes:
None

City of Lowell, North Carolina
 FY 2023 Revenue Dashboard
 6/30/2023

Type	Budget	YTD thru 6/30/2023	Budget Remaining	Percent Remaining	Percent of FY23 Remaining
Funds					
General Fund	3,280,321.65	3,853,705.35	(573,383.70)	-17%	0%
Water/Sewer Fund	1,696,082.00	1,689,969.55	6,112.45	0%	0%
Stormwater Fund	392,919.00	397,327.63	(4,408.63)	-1%	0%
Total	5,369,322.65	5,941,002.53	(571,679.88)	-11%	0%

Notes:
None

City of Lowell, North Carolina
 Manager's Budget Summary
 Presented at the 9/12/23 Council Meeting
 For Fiscal Year Ending June 30, 2023

BUDGET TRANSFERS LEGEND: D = DEPARTMENTAL; L = LATERAL

BUD #	BUDGET TYPE	ACCOUNT NAME TO	ACCOUNT NAME FROM	EXPLANATION	BUDGET AMOUNT
1	D	10-4100-1500	10-4100-1600	Transfer funds to cover excess Main. & Repairs-Bldg. expenses	\$ 1,301.95
2	D	10-4100-8100	10-4100-7400	Transfer funds to cover first year principal maturities that were budgeted in Capital Outlay-Equip.	\$ 233.38
3	D	10-4100-8200	10-4100-7400	Transfer funds to cover first year interest payments that were budgeted in Capital Outlay-Equip.	\$ 140.04
4	D	10-4100-1900	10-4100-3300	Transfer funds to cover excess Checking Acct Expenses	\$ 1.86
5	D	10-4100-4501	10-4100-5300	Transfer funds to cover excess Tax Collection Fees	\$ 4,950.38
6	D	10-4100-5400	10-4100-4500	Transfer funds to cover excess Insurance & Bonds expenses	\$ 2,548.75
7	D	10-4100-5700	10-4100-8900	Transfer funds to cover excess Misc. Expenses	\$ 56.63
8	D	10-4510-3300	10-4510-4500	Transfer funds to cover excess Departmental Supplies	\$ 18.64
9	D	10-5100-1700	10-5100-1600	Transfer funds to cover excess Main. & Repairs - Autos	\$ 1,648.58
10	D	10-5100-3100	10-5100-4500	Transfer funds to cover excess Automotive Supplies	\$ 384.65
11	D	10-5100-3300	10-5100-4500	Transfer funds to cover excess Departmental Supplies	\$ 1,890.60
12	D	10-5100-5700	10-5100-3600	Transfer funds to cover excess Misc. Expenses	\$ 49.64
13	D	10-5100-5800	10-5100-3600	Transfer funds to cover excess Asset Forfeiture Expenses-PD	\$ 10.00
14	D	10-5100-5400	10-5100-0600	Transfer funds to cover excess Insurance & Bonds expenses	\$ 7,170.23
15	D	10-5600-1300	10-5600-1500	Transfer funds to cover excess Utilities expenses	\$ 5,680.05
16	D	10-5600-3100	10-5600-1700	Transfer funds to cover excess Automotive Supplies	\$ 2,965.54
17	D	10-5600-8100	10-5600-7400	Transfer funds to cover first year principal maturities that were budgeted in Capital Outlay-Equip.	\$ 321.54
18	D	10-5600-8200	10-5600-7400	Transfer funds to cover first year interest payments that were budgeted in Capital Outlay-Equip.	\$ 193.05
19	D	10-5800-0600	10-5800-4500	Transfer funds to cover excess Health Insurance expenses	\$ 3,641.66
20	D	10-5800-3300	10-5800-4500	Transfer funds to cover excess Departmental Supplies	\$ 9,081.53
21	D	10-5800-3100	10-5800-4500	Transfer funds to cover excess Automotive Supplies	\$ 3,012.65
22	D	10-5800-5400	10-5800-5000	Transfer funds to cover excess Insurance & Bonds expenses	\$ 4,499.07
23	D	10-5800-5400	10-5800-1700	Transfer funds to cover excess Insurance & Bonds expenses	\$ 1,335.63
24	D	10-6120-1101	10-6120-1100	Transfer funds to cover excess CC-Telephone & Postage expense	\$ 544.99
25	D	10-6120-1300	10-6120-1501	Transfer funds to cover excess P&R-Utilities expense	\$ 1,052.87
26	D	10-6120-1700	10-6120-1501	Transfer funds to cover excess P&R-Vehicle Repairs	\$ 3,087.85
27	D	10-6120-3200	10-6120-1501	Transfer funds to cover excess P&R-Merchandise	\$ 294.33
28	D	10-6120-3309	10-6120-1501	Transfer funds to cover excess Recreation-Athletics expenses	\$ 2,225.57

City of Lowell, North Carolina
Manager's Budget Summary
Presented at the 9/12/23 Council Meeting
For Fiscal Year Ending June 30, 2023

BUDGET TRANSFERS LEGEND: D = DEPARTMENTAL; L = LATERAL

29	D	10-6120-4500	10-6120-4501	Transfer funds to cover excess P&R Contracted Services	\$ 60,275.00
30	D	10-6120-4500	10-6120-1501	Transfer funds to cover excess P&R Contracted Services	\$ 12,786.29
31	D	10-6120-5400	10-6120-1501	Transfer funds to cover excess Insurance expense	\$ 504.20
32	D	10-6120-8100	10-6120-7400	Transfer funds to cover first year principal maturities that were budgeted in Capital Outlay-Equip.	\$ 811.41
33	D	10-6120-8200	10-6120-7400	Transfer funds to cover first year interest payments that were budgeted in Capital Outlay-Equip.	\$ 486.91
34	D	30-8100-1100	30-8100-0400	Transfer funds to cover excess Telephone & Postage	\$ 7,703.22
35	D	30-8100-1700	30-8100-3100	Transfer funds to cover excess Main & Repairs - Trucks	\$ 1,161.72
36	D	30-8100-1900	30-8100-1600	Transfer funds to cover excess Checking Acct Expenses	\$ 230.54
37	D	30-8100-3300	30-8100-4801	Transfer funds to cover excess Departmental Supplies	\$ 19,660.57
38	D	30-8100-4500	30-8100-4800	Transfer funds to cover excess Contracted Services-Water	\$ 8,556.87
39	D	30-8100-4500	30-8100-1300	Transfer funds to cover excess Contracted Services-Water	\$ 4,065.48
40	D	30-8100-4500	30-8100-1600	Transfer funds to cover excess Contracted Services-Water	\$ 3,019.88
41	D	30-8100-5400	30-8100-7500	Transfer funds to cover excess Insurance & Bonds expenses	\$ 1,092.60
42	D	30-8100-8100	30-8100-7500	Transfer funds to cover first year principal maturities that were budgeted in Capital Outlay-Equip.	\$ 477.15
43	D	30-8100-8200	30-8100-7500	Transfer funds to cover first year interest payments that were budgeted in Capital Outlay-Equip.	\$ 1,263.82
44	D	30-8200-1100	30-8200-1500	Transfer funds to cover excess WWTP-Telephone & Postage expenses	\$ 6,056.67
45	D	30-8200-1600	30-8200-1500	Transfer funds to cover excess WWTP-Maint & Repair-Equipment	\$ 3,441.55
46	D	30-8200-3302	30-8200-1500	Transfer funds to cover excess WWTP-Departmental Supplies	\$ 1,277.47
47	D	30-8200-4502	30-8200-1500	Transfer funds to cover excess WWTP-Sampling & Analysis	\$ 498.00
48	D	30-8200-5300	30-8200-1500	Transfer funds to cover excess WWTP-Dues & Subscriptions	\$ 320.00
49	D	30-8200-5400	30-8200-1500	Transfer funds to cover excess WWTP-Insurance	\$ 246.74
50	D	30-8200-5700	30-8200-1500	Transfer funds to cover excess WWTP-Miscellaneous	\$ 628.16
51	D	30-8200-8100	30-8200-1500	Transfer funds to cover excess WWTP-Principal on Debt	\$ 3.05
52	D	90-9000-1100	90-9000-1600	Transfer funds to cover excess Telephone & Postage	\$ 673.98
53	D	90-9000-3300	90-9000-1600	Transfer funds to cover excess Supplies	\$ 23.17
54	D	90-9000-5400	90-9000-1600	Transfer funds to cover excess Insurance & Bonds expenses	\$ 120.77
55	D	90-9000-8100	90-9000-7400	Transfer funds to cover first year principal maturities that were budgeted in Capital Outlay-Equip.	\$ 590.35
56	D	90-9000-8200	90-9000-7400	Transfer funds to cover first year interest payments that were budgeted in Capital Outlay-Equip.	\$ 354.30



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Budget Amendment #1

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	New Business Item: C
Reference File	Presented By

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: September 5, 2023
Re: Consideration of Budget Amendment #1

Please see the attached Budget Amendment #1. This budget amendment is to receive insurance proceeds to pay for repairs to damaged Police vehicle.

Attachments

Budget Amendment #1 FY 2023-2024.pdf

**City Of Lowell
Budget Amendment #1
Budget Ordinance FY 23-24**

BE IT ORDAINED by the City Council of the City of Lowell, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1: To amend the General Fund, estimated revenues are to be changed as follows:

General Fund:

Revenues:

	<u>Decrease</u>	<u>Increase</u>
10-3550-8500 Insurance Proceeds		\$6,039.80

This will result in an increase of \$6,039.80 in the General Fund estimated revenues, bringing the revenues budgeted for FY 23-24 from \$5,000,734.13 to \$5,006,773.93.

Section 2: To amend the General Fund, the appropriations are to be changed as follows:

General Fund:

Expenses:

	<u>Decrease</u>	<u>Increase</u>
10-5100-1700 Main. & Repairs-Autos		\$6,039.80

This amendment will result in an increase of \$6,039.80 in the Main. & Repairs-Autos appropriations for Auto repairs in FY 23-24 from \$14,650.00 to \$20,689.80.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the City Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of September, 2023.

Mayor

Attest:

City Clerk



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Budget Amendment #2

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	New Business Item: D
Reference File	Presented By

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: September 5, 2023
Re: Consideration of Budget Amendment #2

Please see the attached Budget Amendment #2. This is to transfer the balance of ARPA funds to the General Fund. This completes the move of all ARPA funds to the General Fund.

Attachments

Budget Amendment #2 FY 2023 - 2024.pdf

City Of Lowell
Budget Amendment #2
Budget Ordinance FY 23-24

BE IT ORDAINED by the City Council of the City of Lowell, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1: To amend the ARPA Special Revenue Fund and General Fund to be changed as follows:

ARPA Fund:

Cash:

	<u>Decrease</u>	<u>Increase</u>
60-1020-0005 Cash - ARPA	\$724,389.58	

ARPA Fund:

Fund Balance:

	<u>Decrease</u>	<u>Increase</u>
60-2990-0000 ARPA Fund Balance	\$724,389.58	

This will result in a decrease of \$724,389.58 in ARPA Cash and ARPA Fund Balance in FY 2023-2024. This completes the full transfer of ARPA funds to the General Fund.

Section 2: To amend the General Fund, the appropriations are to be changed as follows:

General Fund:

Cash:

	<u>Decrease</u>	<u>Increase</u>
10-1020-0000 Cash		\$724,389.58

General Fund

Fund Balance:

	<u>Decrease</u>	<u>Increase</u>
10-3990-0000 Fund Bal. Appropriated		\$724,389.58

This amendment will result in an increase of \$724,389.58 in Cash and an increase in the General Fund Balance in FY 2023-2024. This completes the full transfer of ARPA funds to the General Fund.

This amendment is for grant money received from ARPA.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the City Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of September, 2023.

Mayor

Attest:

City Clerk



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Amended Grant Project Ordinance - ARPA

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	New Business Item: E
Reference File	Presented By

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: September 5, 2023
Re: Consideration of Amended ARPA Grant Project Ordinance

Please see the attached Amended ARPA Grant Project Ordinance. This revision is required to ensure compliance with ARPA regulations and encompasses all ARPA funds.

Attachments

Amended Grant Project Ordinance 09-2023.pdf

Amended Grant Project Ordinance for the City of Lowell American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds

BE IT ORDAINED by the town council of the City of Lowell, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The City of Lowell (Town) has received the first tranche in the amount of \$592,139.85 of CSLFRF funds. The total allocation is \$1,184,279.70, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Public Safety services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$609,279.70
			Benefits	\$200,000
002	Parks and recreation services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$20,000

003	General administration services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$315,000
004	Streets services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$40,000
TOTAL				\$1,184,279.70

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$1,184,279.70

General Fund Transfer: \$1,184,279.70

Total: \$ **0.00**

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town’s Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this _____ day of September, 2023.

Sandy Railey, Mayor

Attest:

Attest As To Form:

Cheryl Ramsey, City Clerk

John Russell, City Attorney



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Budget Amendment #3

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	New Business Item: F
Reference File	Presented By

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: September 6, 2023
Re: Consideration of Budget Amendment #3

The attached Budget Amendment #3 is to move the current fund balance that exceeds 50% of the General Fund Expenditures Goal as per the Fiscal Year 2023-2024 Budget to the Community Investment Fund (CIF).

Attachments

Budget Amendment #3 FY 2023-2024.pdf

City Of Lowell
Budget Amendment #3
Budget Ordinance FY 23-24

BE IT ORDAINED by the City Council of the City of Lowell, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1: To amend the Community Investment Fund balance to be changed as follows:

Community Investment Fund:
Fund Balance:

	<u>Decrease</u>	<u>Increase</u>
10-3990-2000 CIF Balance Appropriated		\$1,336,273.00

This will result in an increase of \$1,336,273.00 in CIF Balance Appropriated.

Section 2: To amend the General Fund, the appropriations are to be changed as follows:

General Fund:
Fund Balance:

	<u>Decrease</u>	<u>Increase</u>
10-3990-0000 Fund Bal. Appropriated	\$1,336,273.00	

This amendment will result in a decrease of \$1,336,273.00 in Fund Bal. Appropriated.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the City Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of September, 2023.

Mayor

Attest:

City Clerk



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Budget Amendment #4

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	New Business Item: G
Reference File	Presented By

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: September 6, 2023
Re: Consideration of Budget Amendment #4

The attached Budget Amendment #4 is to move the balance of ARPA funds from the General Fund to the Community Investment Fund.

Attachments

Budget Amendment #4 FY 2023-2024.pdf

**City Of Lowell
Budget Amendment #4
Budget Ordinance FY 23-24**

BE IT ORDAINED by the City Council of the City of Lowell, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1: To amend the Community Investment Fund balance to be changed as follows:

**Community Investment Fund:
Fund Balance:**

	<u>Decrease</u>	<u>Increase</u>
10-3990-2000 CIF Balance Appropriated		\$706,305.53

This will result in an increase of \$706,305.53 in CIF Balance Appropriated.

Section 2: To amend the General Fund, the appropriations are to be changed as follows:

**General Fund:
Fund Balance:**

	<u>Decrease</u>	<u>Increase</u>
10-3990-0000 Fund Bal. Appropriated	\$706,305.53	

This amendment will result in a decrease of \$706,305.53 in Fund Bal. Appropriated.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the City Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of September, 2023.

Mayor

Attest:

City Clerk



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Regional Stormwater Partnership of the Carolinas Memorandum of Understanding

Meeting	Agenda Group
Tuesday, September 12, 2023, 6:00 PM	New Business Item: H
Reference File	Presented By

To: Scott. Attaway, City Manager
From: Jamie Watkins, Stormwater Administrator
Date: 9/1/2023
Re: RSPC MOU

The Regional Stormwater Partnership of the Carolinas provides support services that allow us to maintain compliance with our SWMP and NC DEQ regulations. Specifically, the City of Lowell receives "credit" for advertising and outreach initiatives from the RSPC that we would not otherwise have access to. Examples of these services include, but are not limited to: radio advertisements, television commercials, stormwater activity books, and promotional materials to hand out at events. In order to continue receiving credit for these activities, which must be reported in our annual self-assessment, we must have a signed MOU with the RSPC in order to meet DEQ requirements. See the attached document for the MOU.

Attachments

RSPC-MOU-with-Municipality-Members-7-25-22_SignaturePg-1.pdf

**Memorandum of Understanding for Services
Provided by the
Regional Stormwater Partnership of the Carolinas**

This Memorandum of Understanding by and between the undersigned local government (Local Government) and the Regional Stormwater Partnership of the Carolinas (RSPC) pertains to the services provided by RSPC.

WITNESSETH:

WHEREAS, RSPC and the stormwater programs of (undersigned) local governments have the same basic mission of providing stormwater outreach, education, and other activities to fulfill requirements in NPDES MS4 permits; and

WHEREAS, RSPC has excelled in providing direct education, mass media services, and other related services to its partner communities, large and small, in multiple watersheds;

NOW, THEREFORE, the following services will be provided:

1. RSPC will assist the Local Government with the following education/outreach tasks during the service term:
 - A. Provide physical and digital outreach materials to Local Government and target audiences that describe target pollutants and their likely sources and impacts on water quality
 - B. Make available to Local Government unlimited use of, and access to, original and compiled educational materials on the RSPC member website and/or shared drive, to include digital educational materials and templates, recorded workshops, staff training videos, and other resources useful for educating a variety of audiences in various settings
 - C. Coordinate at least annually with Local Government stormwater staff and/or relevant educational contacts (as requested by the Local Government) to schedule and conduct stormwater education activities that correlate with NC Essential Science Standards or provide opportunities for citizen participation, which may include stream cleanups, citizen science activities, or similar efforts. RSPC will coordinate with the RSPC Local Government representative prior to contacting any formal educators in the member jurisdiction
 - D. Maintain an internet website conveying RSPC's mission to increase awareness of stormwater pollution
 - E. Provide mechanisms on the RSPC website for public reporting of stormwater issues to the proper Local Government staff

2. RSPC will assist the Local Government with the following mass media services:
 - A. Coordinate outreach campaigns, as agreed upon by the RSPC board and members, that promote regional stormwater awareness and target pollutants that local governments share, administered by local service providers whose coverage includes the Local Government constituents, which will include the following or what is similarly available with RSPC board approval:
 1. TV Media spots that include interviews with RSPC representatives on important stormwater issues agreed upon by member local governments
 2. TV and radio ads that promote reporting of stormwater pollution
 3. A digital awareness campaign that includes clickable “report pollution” ads on various news websites
 - B. Provide unlimited Local Government use of, and access to, digital media and other materials for use on Local Government’s website and in public buildings, parks, etc.
3. RSPC will assist the Local Government with the following workshops and municipal staff training services:
 - A. Coordinate annually with Local Government stormwater staff and/or relevant contacts (as requested by the Local Government) to schedule and conduct stormwater tech talks and workshops to provide opportunities for various audiences such as municipal staff, local contractors, developers, inspectors, and local elected officials to engage with local stormwater management professionals and learn about stormwater issues and surface water quality concerns.
 - B. Make available to Local Government unlimited use of, and access to, original and compiled municipal staff training materials on the RSPC member website and/or shared drive including topics such as municipal good housekeeping & pollution prevention, municipal spill response, and illicit discharge detection & reporting.
4. RSPC will provide the setting for local governments to share information and ideas to address stormwater issues on a regional level.
5. RSPC will provide additional services, as mutually agreed upon by Rising Solutions and the RSPC board and its members, which help fulfill additional requirements in members’ NPDES MS4 permits. Those services and the ones described above in 1-4 will be detailed in an annual services agreement.

Local Government may use the tasks above to help comply with NPDES MS4 stormwater requirements. Local Government’s execution of this MOU signifies an understanding that any one of the service assignments listed above may only partially fulfill its requirements during an audit by

NC DEQ. Accordingly, Local Government acknowledges that it is ultimately responsible for meeting all federal and state laws, rules and regulations related thereto. The Local Government permittee and RSPC share responsibility for determining how specific service objectives can be cooperatively achieved, with the understanding that RSPC supplements local efforts to comply with regulatory requirements. The Local Government is highly encouraged to send one or more representatives to RSPC's quarterly meetings to collaborate on strategies. The RSPC will make every reasonable attempt to proactively address the objectives in the Local Government's community and will update the RSPC Local Government representative each quarter to offer opportunities for discussion and collaboration.

The Local Government agrees to pay membership dues to RSPC based on a dues structure adopted by RSPC, voted on by RSPC Local Governments and incorporated herein by reference in Attachment A. The period of performance under, and the term of, this Agreement will begin on July 1, 2022 and will conclude on June 30, 2027. The Local Government reserves the right to unilaterally terminate this Agreement for cause or convenience (in the case of cause, immediately, and in the case of convenience, upon thirty (30) calendar days' written notice), whereupon RSPC will only be entitled to prorated compensation for services properly rendered up to the date of termination.

RSPC will provide an annual report by August 31 (after fiscal year end) with relevant data needed by members for their annual reports to NC DEQ to include regional outreach and education numbers for both mass media and direct education/outreach and other data depending on services provided. Interim metrics can be provided as needed.

Attachment A:

Tier	Population	Dues	FY23 Municipalities
1	<5,000	\$750	China Grove, Dallas, Lake Park, Landis, Lowell, Town of Stanley, Ranlo
2	5,000 – 10,000	\$1,500	Bessemer City, Cramerton
3	10,001 – 25,000	\$2,500	Belmont, Harrisburg, Mt. Holly, Shelby
4	25,001 – 50,000	\$4,000	Monroe, Mooresville, Statesville
5	50,001 – 100,000	\$5,000	Gastonia, Gaston County, Kannapolis
6	100,001 – 250,000	\$12,000	Mecklenburg Co & Towns
7	>250,0001	\$17,500	Charlotte

(Signature Page to Follow)

INWITNESS WHEREOF, both the Local Government and RPSC have caused this Agreement to be executed by their chief executive officers, all as of the day and year first above written.

Name of Government Entity: _____

ATTEST:

By: _____ Date: _____

Official with Signing Authority: (Signature)

By: _____ Title: _____

(Typed/Printed Name)

ATTEST : REGIONAL STORMWATER PARTNERSHIP OF THE CAROLINAS

By: _____

Craig Miller, RSPC Chair

Date: _____



City of Lowell
Regular City Council Meeting Memorandum

Prepared By: Podium

Resolution 06-2023 to Adopt and Approve CDBG-I Compliance Plans

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	New Business	Item: I
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Cheryl Ramsey, City Clerk
Date: 9/7/2023
Re: CDBG-I Compliance Plans

The City of Lowell received a letter dated June 8, 2023 from the CDBG-Infrastructure Unit, Division of Water Infrastructure, that the compliance plans and policies for the CDBG-I 18-I-3034 grant would be expiring soon. To comply with federal CDBG regulations, WithersRavenel, who administers the grant for the City of Lowell, provided the updated compliance plans and policies for review, re-adoption by way of Resolution 06-2023 to be submitted immediately after the September 12, 2023 City Council meeting. Attached for review:

- Resolution 06-2023 to Adopt CDBG Compliance Plans
- CDBG Compliance Plans and Policies
- Compliance Plans to Adopt (Equal Opportunity Plan, Procurement Plan, Language Access Plan, Fair Housing Plan and Complaint Procedure, and Section 504 Compliance Officer and Grievance Plan)

Attachments

RS06-2023 - To Adopt CDBG Compliance Plans.pdf
Lowell CDBG I 18-I-3034 Memo to Council.pdf
Lowell Compliance Plans to Adopt.pdf

CITY OF LOWELL
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION TO ADOPT UPDATED CDBG COMPLIANCE PLANS, RS06-2023

A Resolution Authorizing the Adoption of the COMPLIANCE PLANS for the CITY OF LOWELL during the implementation of the North Carolina Small Cities Community Development Block Grant (CDBG) Program.

WHEREAS, the CITY currently participates in the Small Cities CDBG-I Program under the Housing and Community Development Act of 1974, as amended, and administered by the North Carolina Department of environmental Quality (DEQ), Division of Water Infrastructure (DWI); and

WHEREAS, the City adopted the following CDBG policies and plans on October 8, 2019:

- Equal Opportunity Plan
- Procurement Plan
- Language Access Plan
- Local Jobs Initiative (Section 3 Plan)
- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Section 504 Grievance Procedure
- Conflict of Interest Policy
- Excessive Force/Section 519 Policy

WHEREAS, the Town adopted the following CDBG policies and plans on March 9, 2021:

- Updated Citizen Participation Plan

WHEREAS, the DWI is requiring the following updated plans under this program;

- Equal Opportunity Policy and Plan
- Procurement Policy and Plan
- Language Access Plan
- Section 504 Self-Evaluation Survey and Grievance Procedure
- Fair Housing Plan and Activities

THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY OF LOWELL, North Carolina:

That these updated plans are hereby submitted and adopted and to be used throughout the implementation of the CITY OF LOWELL CDBG PROGRAM.

Adopted this 12th day of September, 2023.

✓

Sandy Railey, Mayor

ATTEST:

✓

Cheryl Ramsey, City Clerk/HR Officer

MEMORANDUM

To: City Council, City of Lowell
CC: Cheryl Ramsey, City Clerk (*via email*)
From: Michele Faison, Project Manager
Date: 09/06/2023
Project: CDBG-Infrastructure Sewer Line Rehabilitation/Replacement Project
CDBG # 18-I-3034; WR No. 08180732.10
Subject: **CDBG Compliance Plans and Policies**

The purpose of this memo is to summarize the updated **CDBG Compliance Plans** being presented for adoption at the City Council meeting.

The City was awarded a CDBG-I grant from NC Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI) in Spring 2019. Previous **Compliance Plans** were adopted in October 2019 and March 2021 to meet requirements for participation in the CDBG-I program. DWI has requested that some of the plans be updated and readopted. The City Clerk is designated as the Compliance Officer for all the Compliance Plans. The following provides a brief summary.

- (1) **Equal Opportunity Plan:** The Plan ensures that the City maintains a policy that provides equal housing and equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, familial status, age, political affiliation, or any other merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.
- (2) **Procurement Plan:** This Plan describes the different types of federal procurement. The standards are established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 C.F.R. Part 200), HUD implementing regulations at 24 C.F.R. § 570.489(g), and any clauses required by Federal Statutes, Executive Orders, the CDBG Section 3 clause.
- (3) **Language Access Plan:** The purpose of this Plan is to ensure that meaningful communication with persons with limited English proficiency takes place. The Plan includes methods of disseminating information to the public, provisions of translation and interpretation services, and steps to avoid discrimination on the grounds of national origin.
- (4) **Fair Housing Plan & Complaint Procedure:** The purpose of the Plan is to ensure that fair housing is available to all citizens of the City and that discrimination does not occur. The quarterly outreach activities scheduled in the Plan will be undertaken to affirmatively further fair housing.
- (5) **Section 504 Compliance Officer/Grievance Procedure:** The Procedure states that if any individual, family, or entity should have a grievance concerning any action prohibited under Section 504, they would schedule a meeting with the Compliance Officer.

C: CDBG-I Files

Equal Opportunity Plan

A. Equal Housing Opportunity Plan

Civil Rights Act of 1964

The Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property.

The Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Executive Order 12892, Equal Opportunity in Housing

Executive Order 12892, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner affirmatively to further the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities.

The City of Lowell shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading the City in the enforcement, administration, and public understanding of federal fair housing policies and laws.

The City of Lowell shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the CDBG documents intended to be shared with the public.

The City of Lowell shall post in public buildings and the CDBG project area the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

Describe specific actions to be taken to contact and develop working relationships with local owners, real state and civic, charitable or neighborhood organizations in particular, to secure public understanding and responsibilities to exercise Equal Housing Opportunity:

___ The City will post and make available to the public fair/equal housing info.

B. Equal Employment Opportunity Plan

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60;

The City of Lowell maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the City prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The City shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to ***Cheryl Ramsey, City Clerk and other persons designated by the Chief Elected Official*** to assist in the implementation of this policy statement.

The City shall develop a self-evaluation mechanism to provide periodic examination and evaluation. Every two years the results of the self-evaluation reporting on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Mayor. Records presented to the Mayor shall be maintained in the files and will be provided to DWI as needed.

The City is committed to this policy and is aware that with its implementation, they will receive positive benefits through the greater utilization and development of all its human resources.

The City of Lowell shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the CDBG documents intended to be shared with the staff and the public.

The City shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Contractors will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The City shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

Procurement Standards Policy and Plan

I. Policy

The City will comply with the terms and conditions of Federal funding that is awarded and accepted, including, but not limited to, the terms and conditions of the Grant Contract, and the *Procurement Policy of the North Carolina Department of Environmental Quality's Water Infrastructure Division, Community Development Block Grant-Infrastructure Program (Procurement Policy)*, attached. The States were advised by HUD to develop their own procurement policies, and the CDBG-Infrastructure Program has developed and adopted the attached policy as reference for its grantee communities, using the 2 CFR Part 200 federal regulations, supplemented with NC General Statutes 143-64.31, 143-129, and 143-131 as guidance. The City, as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid Procurement Policy of the North Carolina Department of Environmental Quality's Water Infrastructure Division.

The City will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms, when those entities offer the best level of knowledge, skills and abilities for professional services, and when those entities offer the knowledge, skills and abilities and are the lowest cost responsive, responsible bidders in building trade and related services. Additionally, the City will demonstrate contract cost and price awareness and adhere to awarding agency contract provisions (2 CFR Part 200, Appendix II, except for items F and J, which were not adopted by the CDBG-Infrastructure Program, as allowed under 2 CFR Part 200.101(d)(1)).

II. Plan

All procurement of goods and services by the City with CDBG grant funds shall be accomplished in accordance with the requirements of the *Procurement Policy*, and HUD implementing regulations at 24 CFR Part 570.489 (g) and (h), which prohibits cost plus a percentage of construction cost method of contracting for services. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 CFR 570.489(g) and 24 CFR 135.38, or the North Carolina General Statutes Chapter 143 applying to procurement in general by North Carolina municipalities and counties.

When Federal and State regulations are different, the more restrictive regulation shall apply to the procurement in question, as outlined in the *Procurement Policy*. Additionally, the City will adhere to the following guidelines during procurement of goods and services using Federal funds:

- A. *Non-Competitive Negotiation:* In all cases where goods or services are procured based on one bid or proposal received, the City will follow established principles to verify the reasonable cost of the procurement and shall contact the State Agency supervising the grant program before making any contract award based on non-competitive negotiation. *The City shall follow all noticing and advertising requirements prior to accepting the single source respondent. Written permission from the CDBG-I Program shall be obtained prior to entering into a single source contract.*
- B. *Section 3:* Section 3 certified businesses, and historically underutilized businesses, including women-owned and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the City. Firms shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
- C. *Debarment:* Prior to any contract award, the CITY shall verify the contractor's eligibility to participate in a federally-assisted program.

- D. Conflict of Interest: No consultant or bidder shall assist in the development of the Request for Proposals nor in the Request for Qualifications posting in which the consultant or bidder has a direct or indirect interest. No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has a direct or indirect interest. The City shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- E. Professional Services Contracts: Professional services shall be procured through the use of Request for Proposals (administrative services) or Request for Qualifications (engineering services). Respondents offering administrative services shall be selected on the basis of the best qualified respondent *for the price*. Respondents offering engineering services shall be selected on the basis of the best qualified respondent, *without regard for price*. A written selection procedure shall be used to evaluate respondents, and those records maintained in the procurement files.

The City shall develop a written scope of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The selected engineering services respondent and the City shall then enter into competitive negotiations to arrive at a mutually agreeable price for engineering services. All contracts awarded through competitive negotiations shall be awarded strictly on the basis of the written selection procedure.

- F. Construction and Repair Services: Construction services shall be competitively bid using sealed bids, with the award going to the lowest responsive, responsible bidder. A minimum of three bids shall be received prior to opening the sealed bids.
1. The City shall request references or check references of contractors or firms who are awarded contracts with Federal grant funds and will request a written warranty for all goods and services provided through the small purchase's procedure.
 2. The City shall not award any contract for federally assisted projects on a contingency or cost-plus-percentage of construction basis.
 3. The City shall hold a pre-bid meeting and a pre-construction meeting for each construction project bid competitively using CDBG-Infrastructure funds. Evaluation criteria for the bids may add points for attending the pre-bid meeting of contractors, but it is not a prerequisite.



LANGUAGE ACCESS POLICY AND PLAN TO PROVIDE MEANINGFUL COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

PURPOSE

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964, and clarified in Executive Order 13166, requires units of general local government (UGLG) to ensure individuals with limited English proficiency (LEP) have meaningful access to federally-funded programs and services. These individuals are protected from the national origin discrimination under Title VI. All recipients of federally-funded assistance are expected to make reasonable efforts to provide this language assistance.

MEANINGFUL OPPORTUNITIES

All CDBG recipients are required to take reasonable steps to ensure meaningful access to their programs and activities. The methodology recommended by HUD is properly prepare a Limited English Proficiency Plan is as follows:

1. Conduct a four factor analysis;
2. Develop a Language Access Plan (LAP); and
3. Provide appropriate language assistance.

DEFINITIONS

Limited English Proficient (LEP) Individual.

Any prospective, potential, or actual beneficiary of services from the local unit of government whose primary language is not English and who has a limited ability to speak, read, write, or understand English are entitled to language assistance with respect to a particular service, benefit, or encounter. May be citizens or non-citizens.

Meaningful Access.

The ability to access programs and participate in services or activities.

Title VI Compliance Officer.

The person or persons responsible for administering compliance with the Title VI LEP policies.

ADDITIONAL INFORMATION AND RESOURCES

Additional LEP resources can be found at these websites:

- <https://www.lep.gov/>
- http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq



In order to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the **City of Lowell** will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the unit of general local government (UGLG) has to ensure LEP individuals can communicate effectively.

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE(S)

FOUR FACTOR ANALYSIS

CDBG recipients must first assess and evaluate four factors when determining how to best serve eligible LEP persons. These factors include:

1. The number or proportion of LEP persons eligible to be served/encountered in an eligible service population (town/city/or county level);
2. The frequency with which LEP individuals come in contact with the CDBG program;
3. The nature and importance of the program, activity, or service provided by the CDBG program to people's lives; and
4. The (financial and human) resources available to the grantee/recipient and costs of language service options.

Factor 1. The number or proportion of LEP persons eligible to be served/encountered in an eligible service population.

To determine the number or proportions of LEP persons served in the **City**, use the most recent American Community Survey data and complete the below table. ***Attach maps and/or relevant data to this LAP.* All data or maps provided must be accurately sourced.***

Grantee Population (<i>5 years and older</i>)	<u>3490</u>
LEP Population (<i>speaking English "not well" or "not well at all"</i>):	<u>535 (15.3%)</u>
<u>Languages Spoken:</u>	
1. More than 5% of the eligible population or beneficiaries and has more than 50 in number; or	<u>Yes. Approx. 457 people (13.1%) of population speaks Spanish at home</u>
2. More than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or	<u>No</u>
3. More than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	<u>No</u>

*U.S. Census. 2017-2021 ACS. Table DP-02: Selected Social Characteristics in the United States. <https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/>



2017-2021 ACS, Table DP-02	Lowell City of, North Carolina			
LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	%	% Margin of Error
Population 5 years and over	3490	±78	3490	(X)
English only	2955	±261	84.7%	±6.9
Language other than English	535	±241	15.3%	±6.9
Speak English less than "very well"	208	±106	6.0%	±3.0
Spanish	457	±251	13.1%	±7.3
Speak English less than "very well"	200	±106	5.7%	±3.0
Other Indo-European languages	20	±30	0.6%	±0.9
Speak English less than "very well"	0	±13	0.0%	±1.1
Asian and Pacific Islander languages	10	±15	0.3%	±0.4
Speak English less than "very well"	0	±13	0.0%	±1.1
Other languages	48	±64	1.4%	±1.8
Speak English less than "very well"	8	±13	0.2%	±0.4

Factor 2. The frequency with which LEP persons come into contact with the CDBG program.

This frequency with which a program engages with the public can vary depending upon the type of assistance. For CDBG grants, grantees must engage with the public at these critical steps:

- When notifying the public about a grant award application and its proposed activities
- When notifying the public about the grant award and its funded activities
- When seeking applicants to participate in the program (i.e., seeking new connections/ hookups for water/sewer services)
- When seeking qualified contractors to bid on projects
- When working with homeowners selected for assistance
- When notifying the public on their civil rights and complaint procedures
- When notifying the public about the grant closeout and its accommodations

Provide below a description of how your community engages with the public and how frequently does this occur.

City has (approx.) monthly encounter of LEP persons. All outreach notices include the required CDBG LEP Phrase to provide translation/interpretation upon request.

Note: In the case where the overall jurisdiction numbers fall below the threshold to provide translated written documents but existing or planned target areas exist, the recipient must evaluate whether there are LEP households within the target areas that may need notification or other LAP services. The recipient’s evaluation should use local knowledge or data or other relevant data in conducting its evaluation and should indicate its conclusions regarding the steps necessary to reach out to these households in the language they speak to ensure that adequate notification is achieved. This evaluation will be particularly important for grants with limited rehabilitation activities (new connections/hookups) where eligible applicants for assistance may need application or other documents translated to take advantage of available services.

Factor 3. The nature and importance of the programs, activities, or services to people’s lives



The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP persons, the more likely the need for language services. The obligations to communicate rights to a person who is being evicted differ, for example, from those to provide recreational programming. A CDBG recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual.

Provide below answers to the following questions: 1) What is the nature of the program? e.g. Providing improved water and sewer services, 2) What is the importance of the program? 3) Would denial or delay of access to services or information could serious or even life-threatening implications for the LEP individual?

The nature of the program is to provide new/improved sewer services. This program is important to public and environmental health to eliminate failing septic systems. Income surveys were conducted during the grant application process to determine degree of benefit to the LMI residential population.

Factor 4. Resources available to grantee/recipient and costs.

The **City** takes all reasonable steps to ensure meaningful access for LEP persons to CDBG programs and activities. The availability of resources, however, may limit the provision of language assistance services in some instances. “Reasonable steps” may cease to be reasonable when the costs imposed substantially exceed the benefits. The **City’s** LAP balances the needs of the LEP community with the funding resources available. If resources limit the provision of services already laid out in this document, the **City** will keep record of both the service requested and financial reasoning for the limitation.

Language assistance measures that the **City** might provide to LEP persons are outlined in Section 2 below.

2. LANGUAGE ASSISTANCE MEASURES

The type of language assistance necessary to provide meaningful access will vary depending on the type of communication the City staff is having with the LEP person (i.e., phone, in-person, or written communication) and in some circumstances more than one method will work. Regardless of how the language assistance is provided, the **City** recognizes the importance of providing such services in a timely manner and in an appropriate place. Failure to do so may effectively delay or deny LEP residents access to CDBG programs and services. The **City** staff understands that the extent of the **City’s** obligation to provide both oral and written translations is dependent on the four-factor analysis conducted by the community.

“I SPEAK” CARDS

Language-specific cards should inform the reader on the use of the card on one side, while instructing staff (on the other side and in their vernacular language) which procedures to follow to assist the card holder. The “I Speak” card in Spanish, for example, would read in Spanish as follows: “The language I speak is Spanish. Please find someone who is fluent so that I may communicate effectively. Thank you.”

The **City** will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” <http://www.lep.gov/resources>) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.



OBTAINING A QUALIFIED INTERPRETER

List the current name, office telephone number, office address and email address of the local Title VI compliance officer(s):

Cheryl Ramsey, City Clerk/HR Officer
101 W. First Street
Lowell, NC 28098
cramsey@lowellnc.com
704-824-3518 (City Hall)

Note: The Unit of General Local Government (UGLG) must notify the Division of Water Infrastructure (DWI) CDBG-I Compliance Specialist immediately of changes in name or contact information for the local Title VI compliance officer.

Check all methods that will be used.

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*): insert information here
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language. Identify the organization (s) name(s) with whom you have contracted or made arrangements.

The **City** will collaborate with the County Health and Social Services departments that also have some bilingual staff on an as needed basis. Otherwise, the City will contract with an interpretive services agency that ensures that their employees are fluent in Spanish as well as number of other languages.

- Have/has agreed to provide qualified interpreter services. The organization’s (or organizations’) telephone number(s) is/are insert number here and the hours of availability are insert hours here.
- Other (*describe*): Describe here

The **City** will contract the services of a qualified interpreter to be used when necessary. If the interpreter is not able to assist the LEP person, a telephone interpreter service will be used. Telephone resource- Fluent Language Solutions (telephone resource interpreting in over 200 languages): 704-532-7446 / 888-225-6056 TTY: 704-532-7430 has agreed to provide qualified interpreter services and the hours of availability are 24/7, 365 days per year with no appointment or scheduling necessary.

UGLG Staff.

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Family Member or Friend as an Interpreter.



Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file.

If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

WRITTEN TRANSLATIONS

The **City** has chosen to follow the Safe Harbor rule, contained in HUD's final guidance, to assist in determining when to provide translations of vital documents. The Safe Harbor rule for written translation of vital documents is based on the number and percentages of the market area-eligible population or current beneficiaries and applicants that are LEP. According to the Safe Harbor Rule:

HUD would expect translation of vital documents to be provided when the eligible LEP population in the market area or current beneficiaries exceeds 1,000 persons or if it exceeds 5% of the eligible population or beneficiaries along with more than 50 people. In cases where more than 5% of the eligible population speaks a specific language, but fewer than 50 persons are affected, there should be a translated written notice of the person's right to an oral interpretation.

As such, the **City's** eligible LEP population or current beneficiaries is:

- Exceeds 1,000 persons. Therefore, vital documents will be translated.
- More than 5% of the eligible LEP population or current beneficiaries and more than 50 in number. Therefore, vital documents will be translated.
- More than 5% of the eligible population or current beneficiaries and 50 or less in number. Therefore, there will be a translated written notice of the person's right to an oral interpretation of vital documents.



- 5% or less of the eligible population or current beneficiaries and less than 1,000 in number. Therefore, vital documents will not be translated at this time but, rather, a translated written notice of the person’s right to an oral interpretation will be provided.

When translation of vital documents is needed, the **City** will submit documents for translation into frequently-encountered languages. Ensure records are kept of those documents that apply to your local unit of government.

Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

VITAL DOCUMENTS

The **City** has chosen to follow the Safe Harbor rule, contained in HUD’s final guidance, in determining vital documents. The **City** has identified those vital documents for each federally funded program that directly faces LEP individuals and for which a delay in service provision might significantly, negatively impact the wellness of any individual that program serves.

The **City** has prioritized those documents for which either the following statements are true, according to direct program contacts:

- 1) Without this document, an individual could not access the program;
- 2) This document allows access to a major activity within the program.

These vital documents include:

- Public Notices – public meetings and public hearings;
- Notices of Intent to Request the Release of Funds;
- Findings of No Significant Impact;
- Bid Documents and Notices;
- Fair Housing Information;
- Civil Rights Notices;
- Applications for Assistance;
- Income Surveys; and
- Complaint Procedures.

NOTICE TO LEP PERSONS

The **City** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. For example, the notification will include, in the primary language of the applicant/recipient, the following language:

*“Important: If you need help reading this, ask the **City** for an interpreter for assistance. An interpreter is available free of charge.”*

Minimum Required Phases.

Note: In the case where the overall jurisdiction numbers fall below the threshold to provide translated written documents but existing or planned target areas exist, the recipient must evaluate whether there are LEP households within the target areas that may need notification or other LAP services. The recipient’s evaluation should use local knowledge or data or other relevant data in conducting its evaluation and should indicate its conclusions regarding the steps necessary to reach out to these households in the language they speak to ensure that adequate notification is achieved. This evaluation will be particularly important for grants with limited rehabilitation activities (new connections/hookups) where eligible applicants for assistance may need application or other documents translated to take advantage of available services.



The **City** shall include at minimum the following phrases in English and Spanish in any document requesting public comments, or notifying the community of any modifications/amendments to the CDBG program during the life of the grant, including but not limited to, public hearing notifications, citizen participation documents, fair housing notices and documentation, Environmental Review notifications, among other documents:

- *“This information is available in Spanish or any other language upon request. Please contact Cheryl Ramsey at 704-824-3518 or at 101 W. First Street, Lowell, NC 28098 for accommodations for this request.”*
- *“Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Cheryl Ramsey al 704-824-3518 o en 101 W. First Street, Lowell, NC 28098 de alojamiento para esta solicitud.”*

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

*Note: The address and name itself in the Spanish sentence above should not be translated (e.g. “Charlie” should not be translated to “Carlos”; “Main Street” should not be translated to “Calle Principal”)

MINIMUM REQUIRED NOTICES AND SIGNS

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited, to the main lobbies, waiting rooms, etc.

The City will post notices and signs in the Main Lobby of City Hall.

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations.

The City also provides notification to the public through available social/web media, outreach documents, and newspaper advertising.

3. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, the **City** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the **City** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

COMPLIANCE PROCEDURES, REPORTING AND MONITORING

1. Reporting:
The City will complete an annual compliance report and send this report to DWI. The form can be found at on the Division of Water Infrastructure website under CDBG-I Reports.
2. Monitoring:



The **City** will complete a self-monitoring report on a semi-annual basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the Division of Water Infrastructure upon request. The **City** will cooperate, when requested, with special reviews by the Division of Water Infrastructure.

APPLICANT/RECIPIENT COMPLAINTS OF DISCRIMINATORY TREATMENT

1. Complaints:

The **City** will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint.

- a. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.
- b. The form can be found on the Division of Water Infrastructure website under CDBG-I Compliance and Reporting Information.
- c. The **City** will maintain records of any complaints filed, the date of filing, actions taken and resolution.
- d. The **City** will notify the appropriate section within Division of Water Infrastructure of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

2. Resolution of Matters:

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice (DOJ). This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by Division of Water Infrastructure, then complaint will be forwarded to U.S. Department of Justice (DOJ) and U.S. Department of Housing and Urban Development (HUD) Field Office.

**SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE
COMMUNITY DEVELOPMENT BLOCK GRANT**

The Governing Body of the City of Lowell hereby designates Cheryl Ramsey (City Clerk) (officer), to serve as Section 504 Compliance Officer throughout the implementation of the City of Lowell Community Development Block Grant Program.

Citizens with Section 504 grievance may do so at any point in the program. The Locality will respond in writing to written citizen grievances. Citizen grievances should be mailed to:

City of Lowell
101 W. First Street
Lowell, NC 28098

The City will respond to all written citizen grievances within fifteen (15) days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any actions prohibited under Section 504, a meeting with the Compliance Officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If citizen is dissatisfied with the local response, they may write to the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure CDBG-I Unit:

- Mailing Address - 1633 Mail Service Center, Raleigh, North Carolina, 27699-1633
- NCDEQ will respond only to written comment within ten (10) calendar days of the receipt of the comment.

This information is available in Spanish or any other language upon request. Please contact City Clerk Cheryl Ramsey at 704-824-3518 or at 101 W. First Street, Lowell, NC 28098 for accommodation for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con City Clerk Cheryl Ramsey al 704-824-3518 o en 101 W. First Street, Lowell, NC 28098 de alojamiento para esta solicitud.



FAIR HOUSING COMPLAINT PROCEDURE

Housing discrimination is prohibited by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the North Carolina Fair Housing Act. It is the policy of the CITY OF LOWELL to implement the CDBG program to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, familial status, marital status, or handicap/disability. In an effort to promote fair housing and that the rights of housing discrimination victims are protected the CITY OF LOWELL has adopted the following procedures for receiving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in the CITY may do so by informing the CITY CLERK, CITY OF LOWELL, 101 W. FIRST STREET, LOWELL, NORTH CAROLINA, 28098, PHONE NUMBER: 704-824-3518 (City Hall), TDD: 800-735-2962 (711) of the facts and circumstance of the alleged discriminatory acts or practice.
2. Upon receiving a housing discrimination complaint, the CITY CLERK shall acknowledge the complaint within 15 days in writing and inform the North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI), and the North Carolina Human Relations Commission (NCHRC) about the complaint.
3. The CITY shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the CITY.
4. The CITY shall publicize in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

*This information is available in Spanish or any other language upon request. Please contact **(City Clerk Cheryl Ramsey)** at **(704-824-3518)** or at **(101 W. First Street, Lowell, NC 28098)** for accommodation for this request. Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con **(City Clerk Cheryl Ramsey)** al **(704-824-3518)** o en **(101 W. First Street, Lowell, NC 28098)** de alojamiento para esta solicitud.*



FAIR HOUSING PLAN

CITY OF LOWELL QUARTERLY ACTIVITIES TO AFFIRMATIVELY FURTHER FAIR HOUSING

Quarterly Fair Housing Activity	Quarter	Year	Estimated Cost (\$)
Update public notice for display/distribution at public places public places—local libraries, local government offices, local post offices, grocery stores, churches, etc.- summarizing Title VIII requirements and describing the CITY’s assistance activities, naming the fair housing officer, address, and telephone number.	3 rd Jul-Sept	2023	200
Prepare and publish a newspaper article in the local newspaper regarding Fair Housing laws and the complaint procedure. The article will summarize fair housing requirements under Title VIII of the Civil Rights Act of 1968, as amended. The article will also inform citizens of the housing discrimination complaint procedures, including the state TDD number.	4 th Oct-Dec	2023	200
Update the existing mailing list of housing related industries (contractors, banks, lenders, realtors, appraisers, public housing, apartments, property management, developers) to include those not reached by past fair housing activities and disseminate the fair housing educational materials.	1 st Jan-Mar	2024	200
Update public notice for display/distribution at public places public places—local libraries, local government offices, local post offices, grocery stores, churches, etc.- summarizing Title VIII requirements and describing the CITY’s assistance activities, naming the fair housing officer, address, and telephone number.	2 nd Apr-Jun	2024	200
Prepare and publish a newspaper article in the local newspaper regarding Fair Housing laws and the complaint procedure. The article will summarize fair housing requirements under Title VIII of the Civil Rights Act of 1968, as amended. The article will also inform citizens of the housing discrimination complaint procedures, including the state TDD number.	3 rd Jul-Sept	2024	200



Professional Services Amendment with WithersRavenel for the CDBG-I Grant

Meeting	Agenda Group	
Tuesday, September 12, 2023, 6:00 PM	New Business	Item: J
Reference File	Presented By	

To: Scott Attaway

From: Cheryl Ramsey

Date: 9/7/2023

Re: Professional Services Amendment with WithersRavenel for the CDBG-I Project Numbers 14-I-3033 and 18-I-3034

The City of Lowell (Client) contracted WithersRavenel, Inc. (Consultant/Engineer) for professional engineering services to survey, design, and oversee construction of the Community Development Block Grant Infrastructure Grant (CDBG-I) project to rehabilitate sewer lines located in W. First, Philips and Railroad Streets, and portions on and extending from N. Clay and Peachtree Streets and Oakland Drive.

Due to portions of the sewers being found to be in less deteriorated condition than expected, the initial construction contract did not require the budgeted expenditures. Grant funds remain available to perform additional rehabilitation work within the project boundary. Documentation has been submitted to the North Carolina Department of Environmental Quality's (NCDEQ) Division of Water Infrastructure (DWI) to rehabilitate additional sewer mains located within Lakeview Drive, Perkins Street, and the sewer easement between Ethelyn Avenue and the pumping station at Lynn Street. This led to additional engineering design services being provided and will necessitate additional construction administration and construction observation tasks for the project. These services are included in the attached amendment document.

The initial amount of the grant was \$1,696,480. Lowell has spent \$573,905.92, leaving a balance of \$1,122,574.08 to spend. The amendment for WithersRavenel totals \$197,500 for services to be approved.

Attachments

Professional Services Amendment-WithersRavenel.pdf



WithersRavenel

Our People. Your Success.

July 18, 2023

City of Lowell
101 W. First Street
Lowell, NC 28098

Attn: Mr. Scott Attaway

RE: WR Project #08180732
Professional Services Amendment
City of Lowell Sewer Rehabilitation/Replacement Project
CDBG-I Project Numbers 14-I-3033 and 18-I-3034

Dear Mr. Attaway:

WithersRavenel appreciates the trust you've placed in us and is pleased to provide this Amended Agreement for Professional Services to the City of Lowell for the City of Lowell Sewer Rehabilitation/Replacement Project. The services provided within this Amended Agreement stem from the additional work needed in the alternate area in which WithersRavenel shall provide additional design work, construction administration, and construction observation. If you have any questions or concerns about the amendment, please do not hesitate to call me at the number listed below.

Sincerely

WithersRavenel

Dana Bolden, PE
Senior Project Manager, Utilities
Dbolden@withersravenel.com
Office: 828.255.0313 | Mobile: 919.238.0325

Attachments:

Amendment for Professional Services



City of Lowell

City of Lowell Sewer Rehabilitation/Replacement Project

Amendment for Professional Services

A. Description of Amendment

The City of Lowell (Client) contracted WithersRavenel, Inc. (Consultant/Engineer) for professional engineering services to survey, design, and oversee construction of the Community Development Block Grant Infrastructure Grant (CDBG-I) project to rehabilitate sewer lines located in W. First, Philips and Railroad Streets, and portions on and extending from N. Clay and Peachtree Streets and Oakland Drive.

Due to portions of the sewers being found to be in less deteriorated condition than expected, the initial construction contract did not require the budgeted expenditures. Grant funds remain available to perform additional rehabilitation work within the project boundary. Documentation has been submitted to the North Carolina Department of Environmental Quality's (NCDEQ) Division of Water Infrastructure (DWI) to rehabilitate additional sewer mains located within Lakeview Drive, Perkins Street, and the sewer easement between Ethelyn Avenue and the pumping station at Lynn Street. This led to additional engineering design services being provided and will necessitate additional construction administration and construction observation tasks for the project. These services are included in the respective tasks below.

B. Amended Scope of Services

Task 7 - Construction Administration - Additional

- A. As construction administration and review services are requested by Client, Client agrees that such administration, review, or interpretation of construction work or documents by Consultant shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.
- B. For the purposes of this agreement and the fee estimate for the Construction Administration and Construction Observation Tasks, WR estimates the Construction Contract Time for the Project to be twenty-two (22) weeks.
- C. Change Order Execution.
Consultant will assemble and facilitate the execution of the contract extension via change order and coordinate the agreement between the Contractor and Client.
- D. Pre-Construction Conference.

Consultant will coordinate and attend (or organize and lead) a second Pre-Construction Conference with NCDWI, Client, and Contractor regarding the additional sewer work. This conference shall be held once and is budgeted as a two (2) hour meeting attended by three (3) WR staff. The Pre-Construction Conference will be held virtually. At the pre-construction conference, procedural guidelines, timelines, access issues, and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are: correspondence distribution, shop drawing, and scheduling procedures, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Prior to the meeting, the Consultant will prepare and distribute one (1) Pre-Construction Conference Agenda. Once the meeting has occurred the Consultant will provide a meeting summary to the Client and the Contractor. The Consultant shall also distribute two (2) sets of the conformed drawings to the Contractor. The Contractor shall be responsible to provide its Sub-Contractors with the meeting summary(s). The Contractor shall be responsible to provide its subcontractors with the meeting summary(s).

E. Contract Administration:

Consultant will act on behalf of Client and act as its representative during the estimated twenty-two (22) weeks (154 calendar day) construction period. Consultant will provide contract administration required for the Project, including:

- ▶ Carry out the duties and responsibilities as Consultant as stated in the General Conditions and Supplemental Conditions of the construction contract; On behalf of Client, Consultant shall administer the construction contract, respond to Contractor correspondence, issue instructions from Client, and maintain a complete document file for the Project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, site visit observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, Project meetings, costs and disbursement data, and progress reports. Consultant will supervise and manage the work performed by the Resident Project Representative (RPR) during construction.

F. Progress Meetings.

During the construction period, Consultant will continue to hold monthly progress meetings from Notice-to-Proceed through Substantial Completion. During the estimated construction period, Consultant will hold an estimated four (4), one (1) hour monthly progress meetings through Substantial Completion (to be attended by two (2) WR staff). These meetings will be held virtually. In these meetings, Client, Consultant, and the Contractor will address such items including but not limited to: schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project.

G. Site Visits

During the construction period, the Consultant/Engineer shall make periodic visits to the site to witness the construction and answer questions in the field. It is budgeted for the Engineer to make a field visit twice in the 22-week period.

H. Work Progress



On the basis of on-site observations by Consultant and RPR, Consultant will keep Client informed of the progress of the work and may recommend to Client to disapprove or reject work that does not conform to the Contract Documents.

I. Review, Process and Track Payment Requests

Review Pay Requests. Based on the on-site observations, information provided by the RPR, and review of the applications for payment (estimated four (4) pay requests, and one (1) final pay request at six (6) hours per request) and the accompanying data and schedules, Consultant will assess the percentage of Project completion by the Contractor and recommend payments to the Contractor in the appropriate amount. By recommending payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Change Orders and Time Extensions.

Consultant will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by Client, Consultant, or the Contractor. Consultant agrees to issue, review, and process up to three (3) change orders. Client agrees to review change orders prepared by Consultant and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of Consultant, requested by Client or Contractor, shall be considered individually, negotiated with Client, and may be performed as Additional Services.

K. Post Construction CCTV Review

After substantial completion of the Project, the Consultant shall review the post construction Closed Circuit Television (CCTV) surveys of the sewer lines that have been rehabilitated, repaired, or replaced with this Project. The Consultant shall make a punch list of all deficiencies and defects and submit it to the contractor to make repairs. A copy of this punch list will also be sent to the Client for review.

L. Final Walk-Through and Certification.

- M. Consultant will conduct a walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, Consultant will conduct one final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of Consultant's knowledge. Once Consultant and Client deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), Consultant can provide written notice to the Contractor that the work is acceptable. Additionally, Consultant can recommend final payment to Contractor as appropriate. Additionally, Consultant can certify that the Project was built within substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), but only if:
- ▶ Consultant has been allowed to observe construction activities, startup, and testing which he deems appropriate.
 - ▶ Consultant determines that his observations support that the construction was carried out satisfactorily.
 - ▶ Known nonconforming construction has been satisfactorily corrected.

N. Prepare Record Drawings.

Using redline drawings, construction survey, and other information prepared by the Contractor and the RPR, Consultant will prepare Record Drawings for the Project.

Task 8 - Construction Observation - Additional

- A. Resident Project Representative- Consultant will provide a Resident Project Representative (RPR) as a service to the Client. The duties are as follows:
1. Observe if the construction is proceeding according to the Drawings and Specifications.
 2. Document the work in daily field observation reports.
 3. Document weather conditions as well as the ability of the Consultant to perform the work.
 4. The Task assumes that the RPR will provide, on average, twenty (20) hours per week for twenty-two (22) weeks of periodic general observation totaling 440 hours. Periodic observations may be performed during non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding to monitor Consultant progress. Any additional time beyond the budgeted hours due to Project delays will be considered additional services.
 5. The effort for this Task is based on a forty (40) hour work week, Monday through Friday for the estimated twenty-two (22) week construction period. If the Consultant desires to work more than forty (40) hours per week and/or on weekends, the additional RPR effort and expenses shall be considered additional services.

6. Consultant has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the hours estimated. Consultant will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Client can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Client is modified, such that the contract time is extended, then Consultant reserves the right to negotiate an increase in the budget for this task.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

Task 9 - Additional Analysis and Design Services

- A. Consultant will analyze the results of CCTV inspections of the additional sewer mains within the work area to determine which sections of gravity sewer qualify for trenchless rehabilitation versus those that will need replacement based on observed structural integrity or lack thereof. The additional CCTV work will be done by the Contractor.
- B. Consultant will perform engineering design services for rehabilitation or replacement of the additional sewer gravity sewers, manholes, and related appurtenances within the work area.
- C. Consultant will prepare an updated cost estimate associated with the additional work. This cost estimate will be processed and submitted to the DEQ in order to submit the new change order.
- D. Consultant will prepare construction drawings including plan and details as needed for the sewer improvements related to the additional work.
- E. Consultant will prepare detailed technical specifications for the implementation of the project.
- F. Consultant will furnish one set of the revised plans and specifications to Client.

Task 10 - Bidding Assistance for Additional Work in Project Area

- A. Bid Advertisement.
Consultant will assist Client in advertising the Project for competitive bids. This will include submitting the "Notice to Bidders" to the local newspaper for publication and to the construction trade journals as deemed necessary by Consultant and Client for proper notification and solicitation of bids.
- B. Submit Bid Documents to Plan Rooms.

Consultant will submit approved Construction Drawings and Bidding Documents to Contractor Plan Rooms using QuestCDN, Websites, Clearinghouses, and other locations as specifically identified by Client and NCDWI. Consultant will maintain a plan holders list.

C. Distribute Bid Documents

Consultant will furnish copies of Construction Drawings and Bidding Documents as requested by interested bidders and material suppliers. Note: It shall be understood that Consultant may charge a non-refundable or partially refundable fee to bidders and material suppliers for the plans and specifications.

D. Pre-Bid Meeting

Consultant will attend Pre-Bid Meeting with Client representatives and with prospective bidders and material suppliers.

E. Issue Addenda

Consultant shall provide up to three (3) addenda to issue clarifications to contract documents and maintain the necessary documentation of the addenda.

F. Bid Opening

Consultant will attend bid opening, tabulate all bids received, evaluate bids received, and issue recommendation to Client for the award of the contract as appropriate. This shall include screening of the low bidder as to experience and experience. A certified bid tabulation shall be provided to NCDWI.

C. Additional Services

Services that are not included in Section B or are specifically excluded from this Amendment shall be considered Additional Services. Consultant will furnish or obtain from others Additional Services if requested in writing by Client and accepted by Consultant. Additional Services shall be paid by Client in accordance with the Fee & Expense Schedule outlined in Exhibit II.

- ▶ Easement research, easement survey, plats and acquisition
- ▶ Construction Staking
- ▶ Construction Surveying
- ▶ Material Testing

D. Client Responsibilities

During the performance of Consultant's services under this Amendment, Client will:

- ▶ Provide any information needed to complete the Project not specifically addressed in the Scope of Services
- ▶ Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project
- ▶ Examine all proposals, reports, sketches, estimates and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of Consultant
- ▶ Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project

> Pay all permit/review fees directly

Any changes to the alternatives or Project requirements after Consultant has begun work may require additional fees.

E. Compensation for Services

A. Lump Sum Fee

Consultant proposes to provide the Scope of Services previously outlined on a lump sum fee basis as described in the following table plus reimbursable expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Current Budget	Amendment Budget	Total Lump Sum Budget
7	Construction Administration	\$10,485	\$38,500	\$48,985
9	Additional Analysis and Design - Alternate Area	\$0	\$72,500	\$72,500
10	Bidding Assistance for Additional Work		\$8,500	\$8,500
Total		\$268,788	\$119,500	\$388,288

1. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by Client.
2. The Lump Sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
3. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period. If any Reimbursable Expenses are expressly allowed, Consultant may also bill for any such Reimbursable Expenses incurred through the billing period.

B. Hourly Fee

Consultant proposes to provide the Scope of Services previously outlined on an hourly basis with an estimated budget as described in the following table plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client.



Task	Task Name	*Current Budget	*Amendment Budget	*Total Hourly Fee Budget
8	Construction Observation	\$31,805	\$78,000	\$109,805
Total		\$31,805	\$78,000	\$109,805
*These Tasks are presented as an hourly fee with a budget due to the difficulty in estimating the hours required to adequately perform the task(s).				

1. Client shall pay Consultant for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
3. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Consultants' charges.
4. Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.
5. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Consultant's services for Client's convenience. Upon notice, Client and Consultant promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Consultant's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend Consultant's services during the negotiations and Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant shall be paid for all services rendered hereunder.

C. Fee Summary

Fee Type	Current Budget/Fee	Amendment Budget	Total Budget
Lump Sum	\$268,788	\$119,500	\$388,288
Hourly	\$31,805	\$78,000	\$109,805
Total	\$300,593	\$197,500	\$498,093

F. CDBG CONTRACT TERMS AND CONDITIONS

Consultant's scope of work is based on the following assumptions:

Per CDBG Contract Provisions Guidelines, this contract includes Attachments A, B, C, D, E, F, G, and H (see Exhibit II). Consultant will comply with the following during the duration of the project:

- Conflict of Interest Clause, included as Attachment "A."
- Section 109, Housing and Development Act of 1974, as amended (Nondiscrimination Clause, included as Attachment "B").
- Age Nondiscrimination Act of 1975, included as Attachment "C."
- Section 504 of the Rehabilitation Act, Disability Discrimination Clause, included as Attachment "D."
- Section 3 Clause, the provisions of which are included as Attachment "E."
- Access to Records and Retainage Clause, included as Attachment "F."
- Lobbying Clauses, as required by Section 1352, Title 31, U.S. Code, included as Attachment "G."
- Legal Remedies Provisions and Termination Provisions, included as Attachment "H."

G. Timeline for Services

Consultant will begin services immediately upon receipt of signed contract. Consultant will provide the services in accordance with the grant schedule previously described in Section A.



H. Acceptance

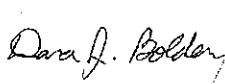
Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and City of Lowell for the basic services outlined in Section C of this document. The Standard Terms and Conditions (Exhibit I), Fee & Expense Schedule (Exhibit II), and other Exhibits provided in previous agreements shall be considered part of this amendment.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

CITY OF LOWELL

 Digitally signed by
Dana Bolden
Date: 2023.07.18
16:09:52 -04'00'

Signature

Signature

Dana Bolden, PE

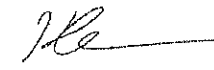
Name

Name

Senior Project Manager, Utilities

Title

Title

 Digitally signed by Ken Orie
Date: 2023.07.18 16:10:21
-04'00'

Signature

Ken Orie, PE

Name

Practice Area Lead, Utilities

Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer:

Printed Name:

Date:

Attachment C- E-Verify
Exhibit II- CDBG-I Contract Terms and Conditions



ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF Wake

.....
I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS 564-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS 564-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

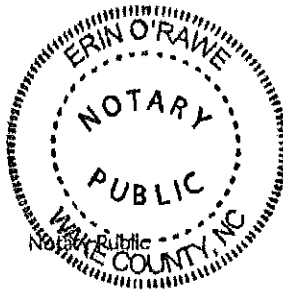
This 5 day of January 2023
Signature of Affiant: [Signature]
Print or Type Name: C. CHAN BRYANT
State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January 2023

My Commission Expires:

10/18/26



(Affix Official/Notarial Seal)



CDBG CONTRACT TERMS AND CONDITIONS ATTACHMENTS

Attachment A

Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

Attachment B

Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

Attachment C

Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

Attachment D

Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.



Attachment E

Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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Attachment F

Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR §570.490.

The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

Attachment G

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



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Attachment H

Legal Remedies Provision and Termination Provision

- a. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards Contracts. other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.

- b. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.